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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

OSCAR ROBLES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BALLY AMERICAS INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2024-01417922-CU-OE-CXC

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

- (1) FAILURE TO PAY OVERTIME
WAGES;**
- (2) VIOLATION OF LABOR CODE §§ 201-
203;**
- (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 \$35,000

1 Plaintiff Oscar Robles (“Plaintiff”) hereby submits this First Amended Class and
2 Representative Action complaint (“Complaint”) against Defendant Bally Americas Inc.
3 (“Defendant”) and Does 1-50 (collectively, “Defendants”), as an individual and on behalf of all
4 other similarly situated current and former employees of Defendants for penalties and/or
5 damages under the California Labor Code and the California Business & Professions Code, for
6 failure to pay overtime wages and sick pay at the correct regular rate of pay and failure to
7 provide accurate itemized wage statements, as follows:

8 **INTRODUCTION**

9 1. This Complaint is within the Court’s jurisdiction under California Labor Code §§
10 201-203, 226(a), 233, 246, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, the California
11 Industrial Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair Competition
12 Law (the “UCL”), California Business & Professions Code § 17200, *et seq.*

13 2. This Complaint challenges systemic illegal employment practices resulting in
14 violations of the California Labor Code and the Business and Professions Code against
15 employees of Defendants.

16 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 jointly and severally have acted intentionally and with deliberate indifference and conscious
18 disregard to the rights of all employees by failing to pay all overtime wages and sick pay owed
19 and failing to keep accurate records as to Plaintiff and other employees.

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

25 5. The policies, practices, and customs of Defendants described above and below
26 have resulted in unjust enrichment of Defendants and an unfair business advantage over
27 businesses that routinely adhere to the strictures of the California Labor Code and the California
28 Business & Professions Code.

7. Venue is proper in Orange County because Defendants operate a business location in Orange County, and Plaintiff worked for Defendants in Costa Mesa, California.

8. Plaintiff was employed by Defendants as a Sales Associate from about October 9, 2023, until about July 17, 2024. Plaintiff was a non-exempt, hourly employee.

10. Plaintiff is informed and believes and based thereon alleges that Defendant Bally Americas Inc. was and is a Delaware corporation doing business in the State of California. Defendant is a luxury retailer of leather goods and clothing.

12. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-203, 226(a), 233, 246, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, the IWC Wage Orders, and the UCL.

3

1 herein.

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

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

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

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

24 **CLASS ACTION ALLEGATIONS**

25 18. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
26 California Code of Civil Procedure § 382, of the following classes (together, the “Class”):

27 a. All current and former non-exempt employees of Defendants in the State
28 of California who worked overtime and earned non-discretionary remuneration, including

without limitation, incentives and commissions, during the same workweek, at any time during August 9, 2020, to the present (the “Overtime Regular Rate Class”);

b. All non-exempt employees in the State of California who earned non-discretionary remuneration, including without limitation, incentives and commissions, and were paid sick pay in the same workweek, and whose employment ended (either voluntarily or involuntarily) at any time from August 9, 2021, through the present (the “Sick Pay Regular Rate Class”).

19. Plaintiff reserves the right to propose additional classes and/or subclasses, and/or amend the above class definitions upon further discovery and investigation.

20. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff alleges that Defendants: (a) failed to pay employees overtime wages at the correct regular rate of pay, in violation of Labor Code §§ 201-203, 510, 558, 1194, 1197, and 1197.1; (b) failed to pay sick pay at the correct regular rate of pay, in violation of Labor Code §§ 201-203 and 246; (c) failed to provide accurate itemized wage statements, in violation of Labor Code § 226(a); and (d) engaged in unfair business practices in violation of the California Labor Code, the UCL, and the applicable IWC Wage Orders.

21. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the classes defined above. Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and named Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California state and federal courts.

22. Defendants uniformly administered a corporate policy and practice of: (a) failing to pay employees overtime wages at the correct regular rate of pay, in violation of Labor Code §§ 201-203, 510, 558, 1194, 1197, and 1197.1; (b) failing to pay sick pay at the correct regular rate of pay, in violation of Labor Code §§ 201-203 and 246; (c) failing to provide accurate

1 itemized wage statements, in violation of Labor Code § 226(a); and (d) engaging in unfair
2 business practices in violation of the California Labor Code, the UCL, and the applicable IWC
3 Wage Orders.

4 23. Plaintiff is informed and believes, and based thereon alleges, that this corporate
5 conduct is accomplished with the advance knowledge and designed intent to willfully and
6 intentionally fail to accurately record proper hourly rates of pay, gross wages earned, and net
7 wages earned.

8 24. **Common Question of Law and Fact:** There are predominant common questions
9 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
10 concerning Defendants' policy and practice of: (a) failing to pay employees overtime wages at
11 the correct regular rate of pay, in violation of Labor Code §§ 201-203, 510, 558, 1194, 1197, and
12 1197.1; (b) failing to pay sick pay at the correct regular rate of pay, in violation of Labor Code
13 §§ 201-203 and 246; (c) failing to provide accurate itemized wage statements, in violation of
14 Labor Code § 226(a); and (d) engaging in unfair business practices in violation of the California
15 Labor Code, the UCL, and the applicable IWC Wage Orders.

16 25. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
17 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
18 manner as the Class Members. As with all other non-exempt employees of Defendants, Plaintiff
19 regularly earned non-discretionary remuneration, including without limitation, incentives and
20 commissions. However, whenever Defendants paid overtime wages to Plaintiff during periods
21 where Plaintiff also earned such non-discretionary remuneration, the overtime wages were not
22 paid at the regular rate of pay. In this regard, Defendants failed to include any non-discretionary
23 remuneration earned in the calculation of the regular rate, and paid Plaintiff overtime wages
24 calculated based on the base rate of pay. Thus, Plaintiff is owed additional overtime pay based
25 on the correct, higher regular rate of pay. Additionally, whenever Defendants paid sick pay to
26 Plaintiff, it was paid at Plaintiff's base rate of pay rather than the correct, higher regular rate of
27 pay that included any non-discretionary incentive remuneration. To date, Plaintiff has yet to
28 receive the underpaid overtime and sick pay owed to him. Thus, Defendants are liable for

1 waiting time penalties under Labor Code § 203. Moreover, due to Defendants' miscalculation of
2 the regular rate of pay for purposes of paying overtime and sick pay referenced above, the wage
3 statements issued to Plaintiff did not reflect the accurate rates of pay, gross wages earned, and
4 net wages earned, in violation of Labor Code § 226(a). As such, Plaintiff is a member of the
5 Class and has suffered the alleged violations of California Labor Code §§ 201-203, 226(a), 233,
6 246, 510, 558, 1194, 1197, and 1197.1.

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

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

23 28. The prosecution of separate actions by the individual class members, even if
24 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
25 to individual class members against Defendants and which would establish potentially
26 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
27 individual class members which would, as a practical matter, be dispositive of the interest of the
28 other class members not parties to the adjudications or which would substantially impair or

1 impede the ability of the class members to protect their interests. Further, the claims of the
2 individual class members are not sufficiently large to warrant vigorous individual prosecution
3 considering all of the concomitant costs and expenses.

4 29. Such a pattern, practice, and uniform administration of corporate policy regarding
5 illegal employee compensation described herein is unlawful and creates an entitlement to
6 recovery by the Plaintiff and the Class identified herein, in a civil action, for all applicable
7 penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate
8 of California Labor Code §§ 203, 218.5, 226(a), 558, 1194, and 1197.1, and Code of Civil
9 Procedure § 1021.5.

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

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

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME WAGES**

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

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

23 33. This cause of action is brought pursuant to Labor Code § 510, which requires an
24 employer to pay employees overtime at a rate of one and one-half the employee's regular rate of
25 pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

26 34. As a pattern and practice, Defendants suffered and permitted employees to work
27 in excess of eight hours in a workday and/or over 40 hours in a workweek without proper
28 overtime pay. During periods/workweeks where Plaintiff and Class Members were paid overtime

1 and earned non-discretionary remuneration, including without limitation, incentives and
2 commissions, Defendants failed to properly calculate the regular rate of pay for purposes of
3 paying overtime. More specifically, Defendants failed to factor any non-discretionary
4 remuneration earned in the calculation of the regular rate of pay for the purposes of paying
5 overtime wages, and only paid Plaintiff and Class Members overtime calculated based on the
6 base rate of pay. As a result of such policy and practice, Defendants underpaid overtime wages
7 to Plaintiff and the Class and thus owe additional overtime wages.

8 35. Such a pattern, practice, and uniform administration of corporate policy regarding
9 illegal employee compensation as described herein is unlawful and creates an entitlement to
10 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
11 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
12 to the mandate of California Labor Code §§ 218.5, 558, 1194, and 1197.1.

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

19 **SECOND CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE §§ 201-203**

21 **(BY PLAINTIFF AND THE SICK PAY REGULAR RATE CLASS AGAINST ALL**
22 **DEFENDANTS)**

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

25 38. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees be
26 "calculated in the same manner as the regular rate of pay for the workweek in which the
27 employee uses paid sick time, whether or not the employee actually works overtime in that
28 workweek."

1 39. Labor Code § 246(l)(2) further provides that paid sick time for non-exempt
2 employees be “calculated by dividing the employee’s total wages, not including overtime
3 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days
4 of employment.”

5 40. Defendants violated Labor Code § 246 by failing to pay sick pay at the regular
6 rate of pay. Plaintiff and Class Members routinely earned non-discretionary incentives,
7 including without limitation, incentives and commissions, thereby increasing their regular rates
8 of pay to amounts that were higher than their base rates of pay. However, whenever sick pay
9 was paid to Plaintiff and Class Members in the same period that non-discretionary incentives
10 were earned, sick pay was paid at their base rates of pay rather than the correct, higher regular
11 rates of pay, as required under Labor Code § 246.

12 41. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Class
13 Members their correct wages and accordingly owe waiting time penalties pursuant to Labor
14 Code § 203. Further, Plaintiff is informed and believes and based thereon alleges that such
15 failure to pay sick pay at the correct regular rate was willful, such that Plaintiff and Class
16 Members whose employment has separated are entitled to waiting time penalties pursuant to
17 Labor Code §§ 201-203.

18 42. Such a pattern, practice, and uniform administration of corporate policy regarding
19 illegal employee compensation as described herein is unlawful and creates an entitlement to
20 recovery by the Plaintiff and the Class identified herein, in a civil action, for the unpaid balance
21 of the full amount of damages and penalties, attorneys’ fees, and costs of suit according to the
22 mandate of California Labor Code §§ 203 and 218.5.

23 **THIRD CAUSE OF ACTION**

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

25 **(BY PLAINTIFF, THE OVERTIME REGULAR RATE CLASS, AND THE SICK PAY**
26 **REGULAR RATE CLASS AGAINST ALL DEFENDANTS)**

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

1 44. Labor Code § 226(a) requires employers to provide itemized wage statements to
2 its employees that identify accurate information, including without limitation, all applicable
3 hourly rates of pay, gross wages earned, and net wages earned. Defendants, as a matter of policy
4 and practice, failed in its affirmative obligation to provide accurate itemized wage statements to
5 Plaintiff, Overtime Regular Rate Class Members, and Sick Pay Regular Rate Class Members, in
6 violation of Labor Code § 226(a).

7 45. As a result of Defendants' overtime regular rate violations as identified above, the
8 wage statements issued to Plaintiff and Overtime Regular Rate Class Members did not accurately
9 identify the correct applicable hourly rates for overtime wages, gross wages earned, and net
10 wages earned, in violation of Labor Code § 226(a)(1), (a)(5), and (a)(9).

11 46. Moreover, as a result of Defendants' sick pay regular rate violations as identified
12 above, the wage statements issued to Plaintiff and Sick Pay Regular Rate Class Members did not
13 accurately identify the correct hourly rates for sick pay, gross wages earned, and net wages
14 earned, in violation of Labor Code § 226(a)(1), (a)(5), and (a)(9).

15 47. The issuance of inaccurate wage statements caused injury to Plaintiff and Class
16 Members as they cannot accurately verify and/or calculate their wages.

17 48. Such a pattern, practice, and uniform administration of corporate policy as
18 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class
19 Members identified herein, in a civil action, for all damages or penalties pursuant to Labor Code
20 § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of
21 California Labor Code § 226.

22 **FOURTH CAUSE OF ACTION**

23 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***
24 **(BY PLAINTIFF AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL**
25 **DEFENDANTS)**

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

28 50. Defendants, and each of them, have engaged and continue to engage in unfair and

1 unlawful business practices in California by practicing, employing and utilizing the employment
2 practices outlined above, including by failing to pay employees overtime wages at the correct
3 regular rate of pay.

4 51. Defendants' utilization of such unfair and unlawful business practices constitutes
5 unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

6 52. Plaintiff seeks, individually and on behalf of other members of the Class similarly
7 situated, full restitution of monies, as necessary and according to proof, to restore any and all
8 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
9 complained of herein.

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

16 **FIFTH CAUSE OF ACTION**

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

18 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

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

21 55. Plaintiff brings this cause of action as a proxy for the State of California and in
22 this capacity, seeks penalties on behalf of all aggrieved employees from July 26, 2023, through
23 the present, for Defendants' violations of Labor Code §§ 201-204, 226(a), 233, 246, 510, 558,
24 1194, 1197, and 1197.1, for failing to pay overtime wages at the correct regular rate of pay,
25 failing to pay sick pay at the correct regular rate of pay, failing to provide accurate wage
26 statements, and failing to pay all wages due at termination.

27 56. Specifically, Plaintiff and aggrieved employees regularly earned non-
28 discretionary remuneration, including without limitation, incentives and commissions. During

1 periods when Plaintiff and aggrieved employees worked overtime and earned such non-
2 discretionary pay, the overtime wages were not paid at 1.5 times the regular rate of pay. IN this
3 regard, Defendants failed to include any non-discretionary remuneration earned into the
4 calculation of the overtime regular rate, and paid Plaintiff and other employees overtime wages
5 calculated based on 1.5 times the base rate of pay. Thus, Plaintiff and aggrieved employees are
6 owed additional overtime pay based on the correct, higher regular rate of pay.

7 57. Similarly, whenever Defendants paid sick pay to Plaintiff and other aggrieved
8 employees in the same period that Plaintiff and other aggrieved employees earned non-
9 discretionary remuneration, Defendants paid sick pay at the base rate of pay rather than the
10 correct, higher regular rate of pay that included any non-discretionary remuneration. Thus,
11 Plaintiff and aggrieved employees are owed additional sick pay based on the correct, higher
12 regular rate of pay.

13 58. Plaintiff and aggrieved employees have yet to receive the underpaid overtime and
14 sick pay owed to them. As a result, Plaintiff and aggrieved employees who have separated from
15 employment did not receive all of their wages owed upon separation of employment in violation
16 of the California Labor Code.

17 59. Finally, Defendants have failed in their affirmative obligation to provide accurate
18 itemized wage statements in violation of Labor Code § 226(a). Due to Defendants'
19 miscalculation of the regular rate of pay for purposes of paying overtime and sick pay, the wage
20 statements issued to Plaintiff and aggrieved employees did not reflect the accurate rates of pay,
21 gross wages earned, and net wages earned.

22 60. On or about July 26, 2024, Plaintiff sent written notice to the California Labor &
23 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-
24 204, 226(a), 233, 246, 510, 558, 1194, 1197, and 1197.1, pursuant to Labor Code § 2698, *et seq.*,
25 the Private Attorneys General Act ("PAGA"). Plaintiff also sent written notice of said Labor
26 Code violations to Defendant via certified mail pursuant to Labor Code § 2699.3. As of the date
27 of the filing of this Complaint, the LWDA has not provided written notice regarding whether it
28 intends to investigate the Labor Code violations set forth in Plaintiff's written notice.

61. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violations of Labor Code §§ 201-204, 226(a), 246, 510, 558, 1194, 1197, and 1197.1, for the time period described above, on behalf of himself and other aggrieved employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class Counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 218.5, 510, 558, 1194, and 1197.1, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to Labor Code §§ 201-203 and 218.5, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business & Professions Code § 17200, *et seq.*;
8. Upon the Fifth Cause of Action, for the full amount of civil penalties according to proof, pursuant to California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;
9. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 1194, 2699, and Code of Civil Procedure § 1021.5; and
10. For such other and further relief as the Court may deem just and proper.

1
2 DATED: September 24, 2025

DIVERSITY LAW GROUP, P.C.
POLARIS LAW GROUP

3
4 By: 

5 Larry W. Lee
6 Kristen M. Agnew
7 Max W. Gavron
8 Mai Tulyathan
9 William L. Marder

10 Attorneys for Plaintiff, the Class, and Aggrieved
11 Employees
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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

On October 7, 2025, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action as follows:

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the One Legal E-Filing System at the website www.onelegal.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.


Erika Mejia