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 individually, and on behalf of all others
 similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

VICKY SEGURA, individually, and on
 behalf of all others similarly situated and
 aggrieved,

Plaintiff,

vs.

COMMUNITY COMMERCE BANK, a
 California corporation; and DOES 1
 through 50, inclusive,

Defendants.

Case No.: 24STCV21054

*[Assigned for all purposes to Hon. Elaine Lu,
 Dept. 9]*

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

- (1) VIOLATION OF CAL. LABOR CODE §
 226(a)**
- (2) PENALTIES UNDER CAL. LABOR CODE
 §§ 2698, *ET SEQ.*, PRIVATE ATTORNEYS
 GENERAL ACT (“PAGA”)**

DEMAND OVER \$35,000.00

FILED
 Superior Court of California
 County of Los Angeles
 10/21/2024
 David W. Slayton, Executive Officer / Clerk of Court
 By: R. Lozano Deputy

1 Plaintiff Vicky Segura (“Plaintiff”) hereby submits this First Amended Class Action
2 Complaint (“Complaint”) against Defendant Community Commerce Bank (“Defendant”) and
3 Does 1 through 50 (hereinafter collectively referred to as “Defendants”), on behalf of herself and
4 a class of all other similarly situated current and former employees of Defendant for civil and
5 statutory penalties under the California Labor Code as follows:

6 **INTRODUCTION**

7 1. This class and representative action is within the Court’s jurisdiction under
8 California Labor Code section 226, and the California Labor Code Private Attorneys General Act
9 of 2004 (“PAGA”).

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code and PAGA against individuals who worked for
12 Defendant. With respect to Plaintiff’s PAGA claim, Plaintiff is not suing in her individual
13 capacity; she is proceeding herein solely under the PAGA, on behalf of the State of California
14 for all aggrieved employees, including herself and other aggrieved employees.

15 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
16 jointly and severally, have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees in Defendants’ failure to provide accurate itemized wage
18 statements Plaintiff and Class Members.

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

23 **JURISDICTION AND VENUE**

24 5. The Court has jurisdiction over the violations of California Labor Code sections
25 226 and 2698, *et seq.*

26 6. Venue is proper in Los Angeles County because Defendant maintains business
27 locations in Los Angeles County, and Plaintiff was employed by Defendant in Los Angeles
28 County.

PARTIES

7. Plaintiff was employed by Defendant as a non-exempt, hourly employee from approximately August 2023 to May 2024.

8. Plaintiff was and is the victim of the policies, practices, and customs of Defendant complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code sections 226 and 2698 *et seq.*

9. Plaintiff is informed and believes, and based thereon alleges, that Community Commerce Bank is a California corporation that maintains operations in the State of California, including in Los Angeles, California.

10. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to the California Labor Code.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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

13. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or

1 joint venturer of, or working in concert with each of the other co-Defendants and was acting
2 within the course and scope of such agency, employment, joint venture, or concerted activity. To
3 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
4 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
5 Defendants.

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

9 15. At all times herein mentioned, the acts and omissions of various Defendants, and
10 each of them, concurred and contributed to the various acts and omissions of each and all of the
11 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
12 herein mentioned, Defendants, and each of them, ratified each and every act or omission
13 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
14 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
15 damages as herein alleged.

16 CLASS ACTION ALLEGATIONS

17 16. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
18 California Code of Civil Procedure section 382. Plaintiff proposes the following class: all current
19 and former non-exempt employees of Defendant in the State of California at any time between
20 August 19, 2023, through the present (the "Class" or "Class Members").

21 17. **Numerosity:** The members of the Class are so numerous that joinder of all
22 members would be impractical, if not impossible. The identity of the members of the Class is
23 readily ascertainable by review of Defendant's records, including payroll records. Plaintiff is
24 informed and believes, and based thereon alleges, that Defendant failed to provide accurate
25 itemized wage statements to employees in violation of Labor Code section 226.

26 18. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
27 necessary steps to represent fairly and adequately the interests of the Class defined above.
28 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and

1 the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
2 actions in the past and currently have a number of wage-and-hour class actions pending in
3 California state and federal courts.

4 19. Defendant uniformly administered a corporate policy, practice of failing to
5 provide accurate itemized wage statements to Plaintiff and the Class in violation of Labor Code
6 section 226.

7 20. **Common Question of Law and Fact:** There are predominant common questions
8 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
9 concerning Defendant's policy and practice of failing to provide proper wage statements to
10 Plaintiff and the Class in violation of Labor Code section 226.

11 21. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
12 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
13 as the Class Members. As with other California non-exempt employees, Plaintiff was not
14 provided proper and accurate itemized wage statements, in violation of Labor Code section
15 226(a). Specifically, a total hours worked amount is provided on the wage statements, but it is
16 contradicted by the total hours of the categories of hourly pay if they are added together.
17 Accordingly, Plaintiff is a victim of Defendant's violation of California Labor Code section 226.

18 22. The California Labor Code section upon which Plaintiff bases these claims is
19 broadly remedial in nature. These laws and labor standards serve an important public interest in
20 establishing minimum working conditions and standards in California. These laws and labor
21 standards protect the average working employee from exploitation by employers who may seek
22 to take advantage of superior economic and bargaining power in setting onerous terms and
23 conditions of employment.

24 23. The nature of this action and the format of laws available to Plaintiff and
25 members of the Class identified herein make the class action format a particularly efficient and
26 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
27 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
28 advantage since it would be able to exploit and overwhelm the limited resources of each

1 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
2 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
3 employees who would be disinclined to file an action against their former and/or current
4 employer for real and justifiable fear of retaliation and permanent damage to their careers at
5 subsequent employment.

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

15 25. Such a pattern, practice and uniform administration of corporate policy regarding
16 illegal payroll practices described herein is unlawful and creates an entitlement to recovery by
17 Plaintiff and the Class identified herein, in a civil action, for applicable penalties, reasonable
18 attorneys' fees, and costs of suit according to the mandate of California Labor Code section 226
19 and Code of Civil Procedure section 1021.5.

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

23 **FIRST CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE § 226**

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

26 27. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 26 as
27 though fully set forth herein.

28 28. Defendant failed in its affirmative obligation to provide accurate itemized wage

statements, in violation of Labor Code section 226(a).

29. Plaintiff and Class Members were paid on an hourly basis. As such, the wage statements provided to these employees should have reflected the total hours worked. The wage statements provided to Plaintiff and the Class failed to accurately identify such information.

30. More specifically, the wage statements issued to Plaintiff and the Class list a “total hours worked” that is contradicted by the total hours of the categories of hourly pay listed on the wage statements if they are added together. As a result, Plaintiff and the Class are unable to determine the total hours worked on their wage statements.

31. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for all penalties pursuant to Labor Code section 226, including interest thereon, attorneys’ fees, and costs of suit according to the mandate of California Labor Code section 226.

SECOND CAUSE OF ACTION

CIVIL PENALTIES UNDER LABOR CODE §§ 2698, ET SEQ. (PAGA)

(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

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

33. Defendants have engaged and continue to engage in illegal business practices in California by practicing, employing and utilizing the employment practices described above. Defendants fail to provide accurate and complete wage statements to Aggrieved Employees, including Plaintiff, in violation of Labor Code section 226.¹ Specifically, Defendants have failed to provide the correct number of total hours worked on the wage statements issued to Aggrieved Employees. The listed total number of hours worked is different from the total hours if each listed category of hourly pay were to be added together.

¹For purposes of Plaintiff’s claim under PAGA, the term “Aggrieved Employees” refers to all current and former non-exempt employees of Defendant in the State of California who were paid overtime wages at any time from August 15, 2023, through the present.

34. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and former employees of Defendants pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff and Aggrieved Employees were employed by Defendants and the alleged violations of the California Labor Code were committed against Plaintiff and Aggrieved Employees.

36. These penalties are in addition to any other relief available under the Labor Code.

PRAYER FOR RELIEF

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;

1 3. For an order appointing counsel for Plaintiff as Class counsel;

2 4. Upon the First Cause of Action, for penalties pursuant to California Labor Code
3 section 226, and for costs and attorneys' fees;

4 5. Upon the Second Cause of Action, for all PAGA civil penalties and other
5 recoveries according to proof including, but not limited to, the amount of any and all civil
6 penalties or other amounts authorized by California Labor Code §§ 226 and 2699, and IWC
7 Wage Order No. 4-2001, § 7 and/or other applicable IWC Wage Orders or any other applicable
8 civil penalty provisions authorized under California law; and

9 6. On all causes of action for attorneys' fees and costs as provided by California
10 Labor Code section 226 and Code of Civil Procedure section 1021.5; and

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

12
13 DATED: October 21, 2024

THE KICK LAW FIRM

14
15 By: 
16 Nicholas Rosenthal
17 Attorneys for Plaintiff, individually, and on behalf
18 of all others similarly situated and aggrieved
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