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5
6 Attorneys for Plaintiff and the Class

7 *ADDITIONAL COUNSEL ON NEXT PAGE

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

10 BARRETT ROBENOLT, as an individual
11 and on behalf of all others similarly
12 situated,

13 Plaintiffs,

14 vs.

15 PERFORMANCE FOOD GROUP, INC.,
16 a Colorado corporation; CORE-MARK
INTERNATIONAL, INC., a Delaware
17 Corporation; and DOES 1 through 50,
18 inclusive,

19 Defendants.

Case No.: 23CV002011

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES FOR:**

- (1) **FAILURE TO PAY MINIMUM AND
OVERTIME WAGES IN VIOLATION OF
CAL. LABOR CODE §§ 201-204, 510, 558,
1194, 1197 AND 1197.1;**
- (2) **VIOLATION OF CAL. LABOR CODE §§
226.7 AND 512;**
- (3) **AND VIOLATION OF CAL. LABOR
CODE § 226.7;**
- (4) **VIOLATION OF CAL. LABOR CODE
§ 226(a);**
- (5) **VIOLATION OF CAL. BUS. & PROF.
CODE § 17200, ET SEQ.; AND**
- (6) **VIOLATION OF LABOR CODE §2698, ET
SEQ.**

BY FAX

DEMAND OVER \$25,000.00

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Attorneys for Plaintiff and the Class

1 Plaintiff Barrett Robenolt ("Plaintiff") hereby submits this First Amended Class Action
2 Complaint ("Complaint") against Defendants Performance Food Group, Inc. ("PFG"), Core-
3 Mark International, Inc. ("Core-Mark") and Does 1 through 50 (hereinafter collectively referred
4 to as "Defendants") as an individual and on behalf of the class of all other similarly situated
5 current and former employees of Defendants for minimum wages, overtime wages, failure to
6 provide off-duty meal and rest periods, and penalties under the California Labor Code, and for
7 restitution as follows:

8 **INTRODUCTION**

9 1. This class action is within the Court's jurisdiction under California Labor Code
10 §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, and 2698, *et seq.*, the applicable
11 Wage Orders of the California Industrial Welfare Commission ("IWC"), and the California
12 Unfair Competition Law (the "UCL"), Business and 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 UCL against individuals who worked for
15 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 in receiving wages for all hours worked, including
19 minimum wages and overtime wages, off-duty meal and rest periods, and timely payment of
20 wages.

21 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 have engaged in, among other things a system of willful violations of the California Labor Code
23 and the UCL by creating and maintaining policies, practices and customs that knowingly deny
24 employees the above stated 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 UCL.
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7. Venue is proper in Sacramento County because Plaintiff is a resident of this County.

8. From in around June 2022, to September 2022, and January 2023, through on or about May 11, 2023, Plaintiff worked for Defendants as a non-exempt food distribution employee. Plaintiff worked at Defendant's distribution center located in West Sacramento, California.

10. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and the UCL.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendant 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

1 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

2 13. 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 14. 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.
11 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
12 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
13 Defendants.

14 15. 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 16. 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, Defendants, and each of them, aided and
22 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
23 damages as herein alleged.

24 **CLASS ACTION ALLEGATIONS**

25 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
26 California Code of Civil Procedure § 382. Plaintiff proposes the following Classes:

- 27 a. All current and former non-exempt employees who were employed by
28 Defendants at Distribution Centers/Warehouses in the State of California

1 at any time from May 19, 2019, through the present (the “Distribution
2 Class”);

3 b. All current and former employees who worked for Defendant Performance
4 Food Group, Inc. in the State of California and were paid any wages by
5 Defendants at any time from May 19, 2022, through the present (the
6 “Wage Statement Class”).

7 **18. Numerosity and Ascertainability:** The members of the Class are so numerous
8 that joinder of all members would be impractical, if not impossible. The identity of the members
9 of the Class is readily ascertainable by review of Defendants’ records, including payroll records.
10 Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to
11 provide accurate itemized wage statements in violation of Labor Code § 226(a); (b) failed to pay
12 employees wages for all hours worked, including minimum and overtime wages, for time spent
13 undergoing security checks before they were clocked-in and/or after they were clocked-out and
14 for donning and doffing in violation of Labor Code §§ 204, 510, 558, 1194, 1197, and 1197.1;
15 (c) violated Labor Code §§ 226.7 and 512 by failing to provide off-duty meal and rest periods;
16 (d) violated Labor Code §§ 201-203 by failing to pay all wages owed and due to employees
17 within the time requirements set forth in these statutes; and (e) engaged in unfair business
18 practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the
19 UCL.

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

26 **20.** Defendants uniformly administered a corporate policy, practice of: (a) failing to
27 provide accurate itemized wage statements in violation of Labor Code § 226(a); (b) failing to pay
28 employees wages for all hours worked, including minimum and overtime wages, for time spent

1 undergoing security checks before they were clocked-in and/or after they were clocked-out and
2 for donning and doffing in violation of Labor Code §§ 204, 510, 558, 1194, 1197, and 1197.1;
3 (c) violating Labor Code §§ 226.7 and 512 by failing to provide off-duty meal and rest periods;
4 (d) violating Labor Code §§ 201-203 by failing to pay all wages owed and due to employees
5 within the time requirements set forth in these statutes; and (e) engaging in unfair business
6 practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the
7 UCL.

8 21. Plaintiff is informed and believes, and based thereon alleges, that this corporate
9 conduct is accomplished with the advance knowledge and designed intent to willfully and
10 intentionally fail to accurately record proper rates of pay, hours worked, net wages, and
11 deductions.

12 22. **Common Question of Law and Fact:** There are predominant common questions
13 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
14 concerning Defendant's policy and practice of: (a) failing to provide accurate itemized wage
15 statements in violation of Labor Code § 226(a); (b) failing to pay employees wages for all hours
16 worked, including minimum and overtime wages, for time spent undergoing security checks
17 before they were clocked-in and/or after they were clocked-out and for donning and doffing in
18 violation of Labor Code §§ 204, 510, 558, 1194, 1197, and 1197.1; (c) violating Labor Code §§
19 226.7 and 512 by failing to provide off-duty meal and rest periods; (d) violating Labor Code §§
20 201-203 by failing to pay all wages owed and due to employees within the time requirements set
21 forth in these statutes; and (e) engaging in unfair business practices in violation of the California
22 Labor Code, the applicable IWC Wage Orders, and the UCL.

23 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
24 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
25 as the Class members. As with all other non-exempt employees who worked at Distribution
26 Centers/Warehouses, Defendants required Plaintiff to undergo daily security checks whenever
27 Plaintiff entered and left the work premises, all without the payment of wages. Defendants
28 further required employees to undergo such security checks during meal and rest breaks

1 whenever Plaintiffs and Class Members left Defendants' premises, and also required employees
2 to don and doff their freezer suits. As a result thereof, Defendants violated Labor Code §§ 226.7
3 and 512 by failing to provide duty-free meal and rest breaks. Further as a result of such
4 violations, Defendants violated Labor Code §§ 201-203 by not paying Plaintiffs and Class
5 Members whose employment has ended all of their wages upon separation of employment due to
6 the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and hours worked
7 shown on the wage statements were inaccurate due to the wage violations set forth above.
8 Additionally, the wage statements issued to all **non-exempt and exempt employees** failed to list
9 the pay period start date. Rather, the wage statements issued to Plaintiff and Class Members
10 listed only the pay period end date. Therefore, Plaintiff is a member of the Class and have
11 suffered the alleged violations of California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558,
12 1194, 1197, 1197.1, and the UCL.

13 24. The California Labor Code and upon which Plaintiff bases these claims are
14 broadly remedial in nature. These laws and labor standards serve an important public interest in
15 establishing minimum working conditions and standards in California. These laws and labor
16 standards protect the average working employee from exploitation by employers who may seek
17 to take advantage of superior economic and bargaining power in setting onerous terms and
18 conditions of employment.

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

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

10 27. Such a pattern, practice and uniform administration of corporate policy regarding
11 illegal employee compensation described herein is unlawful and creates an entitlement to
12 recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid minimum
13 wages, overtime wages, applicable penalties, reasonable attorneys' fees, and costs of suit
14 according to the mandate of California Labor Code §§ 201-204, 218.5, 226, 510, 558, 1194,
15 1197, 1197.1, and Code of Civil Procedure § 1021.5.

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

19 29. The Plaintiff Class is commonly entitled to a specific fund with respect to the
20 compensation illegally and unfairly retained by Defendants. The Plaintiff Class is commonly
21 entitled to restitution of those funds being improperly withheld by Defendants. This action is
22 brought for the benefit of the entire class and will result in the creation of a common fund.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME AND MINIMUM WAGES**

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

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

28 31. This cause of action is brought pursuant to Labor Code §§ 201-204, 510, 558,

1 1194, 1197, and 1197.1 which require an employer to pay employees wages for all hours
2 worked, including minimum and overtime wages.

3 32. As a pattern and practice, Defendants suffered and permitted employees to work
4 without payment of applicable minimum and overtime wages for all hours worked in a workday
5 and workweek. Specifically, Defendants failed to pay for time spent by employees undergoing
6 security checks before they clocked-in at the beginning of their shifts and/or after they had
7 already clocked-out at the end of their shifts. Defendants also required Plaintiff and Class
8 Members to don and doff protective suits off-the-clock. Defendants had a uniform corporate
9 pattern and practice and procedure regarding the above practices in violation of Labor Code §§
10 201-204, 510, 558, 1194, 1197, and 1197.1.

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

16 34. Such a pattern, practice and uniform administration of corporate policy regarding
17 illegal employee compensation as described herein is unlawful and creates an entitlement to
18 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
19 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
20 to the mandate of California Labor Code §§ 218.5, 1194, 1197, and 1197.1.

21 **SECOND CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

23 **(BY PLAINTIFF AND THE DISTRIBUTION CLASS AGAINST ALL DEFENDANTS)**

24 35. Plaintiff re-alleges and incorporates by reference the paragraphs above as though
25 fully set forth herein.

26 36. At all relevant times, Defendants failed in their affirmative obligation to ensure
27 that Plaintiff, and other class members, had the opportunity to take and were provided with off-
28 duty meal periods in accordance with the mandates of the California Labor Code and the

1 applicable IWC Wage Order. Specifically, Defendants required Plaintiff and Class Members to
2 undergo security checks after they clocked out to begin their off-duty meal breaks, but before
3 they could take their meal breaks. Further, Plaintiff and Class Members were required to doff
4 their protective suits off-the-clock before taking their meal periods and upon returning from their
5 meal periods, don their protective suits again off-the-clock. Thus, Plaintiff and Class Members
6 were denied their right to 30-minute, off-duty meal breaks for any and all shifts in which they
7 worked 5 hours or longer. In other words, Plaintiff and Class Members were suffered and
8 permitted to work through legally required meal breaks and were denied the opportunity to take
9 their full 30-minute off-duty meal breaks because they remained under Defendants' control by
10 virtue of having to undergo these security checks. As such, Defendants are responsible for
11 paying premium compensation for missed meal periods pursuant to Labor Code §§ 226.7 and
12 512 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and
13 procedure, regularly failed to pay such premium compensation for each full 30-minute duty-free
14 meal period Plaintiff and the Class Members missed.

15 37. Plaintiff is informed and believe and based thereon alleges that Defendants
16 willfully failed to pay employees who were not provided the opportunity to take meal breaks the
17 premium compensation set out in Labor Code §§ 226.7 and 512, and the applicable IWC Wage
18 Order and that Plaintiff and those employees similarly situated as them are owed wages for the
19 meal period violations set forth above, as well as waiting time penalties pursuant to Labor Code
20 §§ 201-203.

21 38. Such a pattern, practice and uniform administration of corporate policy as
22 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class
23 Members identified herein, in a civil action, for the unpaid balance of the unpaid premium
24 compensation pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order,
25 including interest thereon, penalties, and costs of suit.

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(BY PLAINTIFF AND THE DISTRIBUTION CLASS AGAINST ALL DEFENDANTS)

40. At all relevant times, Defendants failed in their affirmative obligation to ensure that Plaintiff, and other class members, had the opportunity to take and were provided with off-duty 10-minute rest periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. Specifically, Defendants required Plaintiff and Class Members to undergo security checks after they clocked out to begin their off-duty 10-minute rest breaks, but before they could take their rest breaks. Further, Plaintiff and Class Members were required to doff their protective suits off-the-clock before taking their rest periods and upon returning from their rest periods, don their protective suits. Thus, Plaintiff and Class Members were denied their right to 10-minute, off-duty rest breaks for any and all shifts in which they worked 3.5 hours or longer. In other words, Plaintiff and Class Members were suffered and permitted to work through legally required rest breaks and were denied the opportunity to take their full 10-minute off-duty rest breaks because they remained under Defendants' control by virtue of having to undergo these security checks. As such, Defendants are responsible for paying premium compensation for missed rest periods pursuant to Labor Code § 226.7 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each full 10-minute duty-free rest period Plaintiff and the Class Members missed.

41. Plaintiff is informed and believe and based thereon alleges that Defendants willfully failed to pay employees who were not provided the opportunity to take rest breaks the premium compensation set out in Labor Code § 226.7, and the applicable IWC Wage Order and that Plaintiff and those employees similarly situated as them are owed wages and waiting time penalties for the rest period violations set forth above pursuant to Labor Code §§ 201-203.

42. Such a pattern, practice and uniform administration of corporate policy as

described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class Members identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Order, including interest thereon, penalties, and costs of suit.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

**(BY PLAINTIFF AND THE DISTRIBUTION AND WAGE STATEMENT CLASSES
AGAINST ALL DEFENDANTS)**

43. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though fully set forth herein.

44. Defendants failed in their affirmative obligation to provide accurate itemized wage statements. Defendants, as a matter of policy and practice, did not provide accurate records in violation of Labor Code § 226. Plaintiff and the Class were paid hourly. As such, the wage statements should have reflected the applicable rates of pay and hours worked, total number of hours worked and gross and net wages earned, pursuant to Labor Code § 226(a). The wage statements provided to Plaintiff and the Class failed to identify such information, including without limitation, all wages and meal/rest premium wages owed and hours worked as a result of the practices described above. Additionally, the wage statements issued to all non-exempt and exempt employees failed to list the pay period start date. Rather, the wage statements issued to Plaintiff and Class Members listed only the pay period end date.

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

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1 **FIFTH CAUSE OF ACTION**

2 **VIOLATIONS OF THE UCL, BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

3 **(BY PLAINTIFF AND THE DISTRIBUTION CLASS AGAINST ALL DEFENDANTS)**

4 46. Plaintiff re-alleges and incorporates by reference the paragraphs above, as though
5 fully set forth herein.

6 47. Defendants, and each of them, have engaged and continue to engage in unfair and
7 unlawful business practices in California by practicing, employing and utilizing the employment
8 practices outlined above, include, to wit, by failing to pay employees wages for all hours worked,
9 including minimum and overtime wages, and meal and rest period premium wages, for time
10 spent undergoing security checks and/or donning and doffing while Plaintiff and Class Members
11 were clocked out.

12 48. Defendants' utilization of such unfair and unlawful business practices constitutes
13 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

14 49. Plaintiff seeks individually and on behalf of all other members of the Class
15 similarly situated, full restitution of monies, as necessary and according to proof, to restore any
16 and all monies withheld, acquired and/or converted by the Defendants by means of the unfair
17 practices complained of herein.

18 50. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
20 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
21 forth herein above thereby depriving Plaintiff and other members of the class the minimum
22 working condition standards and conditions due to them under the California laws as specifically
23 described therein.

24 **SIXTH CAUSE OF ACTION**

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

26 **(BY PLAINTIFF AS PROXY FOR STATE OF CALIFORNIA AGAINST ALL**
27 **DEFENDANTS)**

28 51. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as

1 though fully set forth herein.

2 52. Plaintiff seeks penalties on behalf of the State of California for violations of
3 Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1 and 2698, *et seq.*,
4 committed against all similarly aggrieved non-exempt employees who were paid any wages at
5 any time from May 18, 2022, through the present.

6 53. On or about May 18, 2023, Plaintiff sent written notice to the California Labor &
7 Workforce Development Agency (the "LWDA") of Defendants' violation of Labor Code
8 §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, pursuant to Labor Code § 2698, *et*
9 *seq.*, the Private Attorneys General Act (the "PAGA"). Plaintiff also sent written notice of said
10 Labor Code violations to Defendant via certified mail pursuant to Labor Code § 2699.3. As of
11 the date of the filing of this Complaint, the LWDA has not provided written notice regarding
12 whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notice.

13 54. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
14 applicable civil penalties, attorneys' fees, and costs for Defendants' violation of Labor Code
15 §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1 and 2698, *et seq.*, for the time period
16 described above, on behalf of himself and other Aggrieved Employees.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for judgment individually and on behalf of all others on
19 whose behalf this suit is brought against Defendants, jointly and severally, as follows:

- 20 1. For an order appointing Plaintiff as the representative of the classes as described
21 herein;
- 22 2. For an order appointing Counsel for Plaintiff as class counsel;
- 23 3. Upon the First Cause of Action, for damages and/or penalties pursuant to statute
24 as set forth in Labor Code §§ 201-204, 510, 1194, 1197, and 1197.1 and for costs and attorneys'
25 fees;
- 26 4. Upon the Second Cause of Action, for damages and/or penalties pursuant to
27 Labor Code §§ 201-203, 226.7, and 512, and for costs;
- 28 5. Upon the Third Cause of Action, for damages and/or penalties pursuant to Labor

1 Code §§ 201-203, and 226.7, and for costs;

2 6. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to
3 California Labor Code §§ 226, and for costs and attorneys' fees;

4 7. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly
5 effected members of the general public of all funds unlawfully acquired by Defendants by means
6 of any acts or practices declared by this Court to be in violation of Business and Professions
7 Code § 17200, *et seq.*;

8 8. Upon the Sixth Cause of Action, for civil penalties, costs and attorneys' fees
9 pursuant to Labor Code §§ 226.3 and 2699;

10 9. On all causes of action for attorneys' fees and costs as provided by California
11 Labor Code §§ 218.5, 226, 510, 558, 1194, 1197, 2699, and Code of Civil Procedure § 1021.5;
12 and

13 10. For such other and further relief the Court may deem just and proper.
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15 DATED: December 8, 2023

DIVERSITY LAW GROUP, P.C.

16
17 By: 
18 Larry W. Lee
19 Attorneys for Plaintiff and the Class
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PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071.

On December 8, 2023, I served the foregoing document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

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 X

BY ELECTRONIC SERVICE

I caused such document to be served on the offices of the addressees via electronic mail.

 X

(State) I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 8, 2023, at Los Angeles, California.



Jacqueline Park