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11 and on behalf of other persons similarly situated and similarly
12 aggrieved employees

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

15 MONICA SANDOVAL, VIOLETA LOPEZ,
16 individually and on behalf of other persons
17 similarly situated and similarly aggrieved
18 employees,

19 Plaintiffs,

20 v.

21 ONEMAIN GENERAL SERVICES
22 CORPORATION, an active Delaware
23 Corporation; ONEMAIN FINANCIAL
24 GROUP, LLC, an active Delaware Limited
25 Liability Company; ONEMAIN CONSUMER
26 LOAN, INC., an active Delaware Corporation;
27 and DOES 1 through 25,

28 Defendants.

FILED
Superior Court of California
County of Los Angeles
06/04/2025
David W. Slayton, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

Case No.: 25STCV04062

Assigned to: Hon. Timothy P. Dillon
Department: SS-15
Complaint Filed: February 13, 2025

**FIRST AMENDED COMPLAINT –
CLASS AND REPRESENTATIVE
ACTION
JURY TRIAL DEMANDED**

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest Periods;
3. Failure to Pay Wages;
4. Failure to Timely Pay Wages at Termination/Separation;
5. Failure to Timely Pay Vacation Wages at Termination;
6. Failure to Provide Accurate Wage Statements;
7. Failure to Reimburse Business

- Expenses;
8. Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*; and
9. Penalties Pursuant to Private Attorneys General Act (“PAGA”)

Plaintiff MONICA SANDOVAL and Plaintiff VIOLETA LOPEZ (“Plaintiffs”), on behalf of themselves and all others similarly situated, based on information and belief, complains and alleges:

I.

INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant ONEMAIN GENERAL SERVICES CORPORATION, Defendant ONEMAIN FINANCIAL GROUP, LLC, and Defendant ONEMAIN CONSUMER LOAN, INC., (collectively referred to hereafter as “Defendants”) to provide meal periods at the proper intervals, to provide rest periods at the proper intervals, to pay all wages owed including overtime, to provide accurate and compliant wage statements, to pay all wages owed to terminated or separated employees in a timely manner, to pay all vacation pay owed to terminated or separated employees, and to reimburse employee business expenses.
2. Defendants employed Plaintiffs during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §200, *et seq.*, Labor Code §500, *et seq.*, Labor Code §1194, *et seq.*, Labor Code §2800, *et seq.*, and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendants are engaged in the business of consumer financial services. Plaintiff Sandoval was hired on or about September 2019 and separated on or about March 8, 2024. Plaintiff Lopez was hired on or about November 9, 2023 and

1 separated on or about September 20, 2024. At all times during said
2 employment, Plaintiffs had a non-exempt classification. Plaintiffs were
3 employed by Defendants at their office located at 5419 Rosemead Boulevard in
4 San Gabriel, California 91776.

- 5 4. At the time of their separation, Plaintiffs were not paid all their wages,
6 including all accrued and vested vacation pay.
- 7 5. Plaintiffs were also deprived of lawful meal and rest periods, not paid all wages
8 they were entitled to, and failed to receive accurate and compliant itemized
9 wage statements.
- 10 6. Defendants had a consistent policy of not paying wages, including overtime
11 and double time wages to the extent applicable, for all hours worked inclusive
12 of rounding and work off-the-clock. Defendants also failed to factor non-
13 discretionary bonus payments into employees' regular rate of compensation.
- 14 7. Defendants had a consistent policy of requiring their employees, including
15 Plaintiffs, to work through meal periods or work without a meal period for at
16 least five (5) hours of a shift and failing to pay such employees one (1) hour of
17 pay at the employees' regular rate of compensation for each workday that the
18 meal period was not provided or as required by California state wage and hour
19 laws.
- 20 8. Defendants had a consistent policy of failing to allow their employees,
21 including Plaintiffs, rest periods for at least ten (10) minutes per four (4) hours,
22 or a major fraction worked, and failing to pay such employees one (1) hour of
23 pay at their regular rate of compensation for each workday that the rest period
24 was not provided, or other compensation, as required by California state and
25 wage and hour laws.
- 26 9. Defendants knowingly provided inaccurate wage statements to their
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- employees, including Plaintiffs, that did not correctly include the correct wages, including compensation for meal periods not provided and rest period not authorized or permitted as required by California state wage and hour laws.
10. Defendants had a consistent policy of failing to pay their employees, including Plaintiffs, all wages including accrued and vested vacation pay, due at the termination or separation, in violation of California state wage and hour laws.
11. Defendants had a consistent policy of failing to reimburse their employees, including Plaintiffs, for all business expenses incurred in the discharge of their duties.
12. Plaintiffs, on behalf of themselves and all Class Members, bring this action pursuant to Lab. Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 2800, and 2802 seeking unpaid wages, penalties, equitable relief, and reasonable attorneys' fees and costs.
13. Plaintiffs, on behalf of themselves and the putative class members, also bring this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive relief, restitution, and disgorgement of all benefits obtained by Defendants as a result of Labor Code and applicable Wage Order violations.
14. Plaintiffs, on behalf of the State of California, themselves, and other similarly aggrieved employees, also bring this action pursuant to California Private Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid wages and other compensation, penalties, and reasonable attorneys' fees and costs.

II.

JURISDICTION AND VENUE

15. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The County of Los Angeles is the proper venue, because work for Defendants was performed by Plaintiffs and other class members in the County of Los Angeles and the legal obligations owed by

1 Defendants to Plaintiffs and other class members were breached in the County
2 of Los Angeles.

- 3 16. The California Superior Court has jurisdiction in this matter, because Plaintiffs
4 are residents of California, Defendants are qualified to do business in California
5 and regularly conduct business in California.

6 **III.**

7 **THE PARTIES**

- 8 17. Plaintiff MONICA SANDOVAL is a resident of the State of California, and was
9 employed by Defendants in Los Angeles County from on or about September
10 2019 through on or about March 8, 2024. Plaintiff VIOLETA LOPEZ is a resident
11 of the State of California, and was employed by Defendants in Los Angeles
12 County from on or about November 9, 2023 through on or about September 20,
13 2024.

- 14 18. Defendants ONEMAIN GENERAL SERVICES CORPORATION and Defendant
15 ONEMAIN CONSUMER LOAN, INC were active Delaware Corporation at all
16 times during the claims of Plaintiffs and the putative class and were doing
17 business in California. Defendant ONEMAIN FINANCIAL GROUP, LLC was
18 an active Delaware Limited Liability Company at all times during the claims of
19 Plaintiffs and the putative class and was doing business in California.

- 20 19. Plaintiffs are ignorant of the true names, capacities, relationships and extent of
21 participation in the conduct herein alleged, of the defendants sued herein as
22 Does 1 through 25, but they are informed and believe and thereon allege that
23 said defendants are legally responsible for the wrongful conduct alleged herein
24 and therefore sue these defendants by such fictitious names under Code of Civil
25 Procedure § 474. Plaintiffs will amend this First Amended Complaint to allege
26 their true names and capacities when ascertained.

- 27 20. Plaintiffs are informed and believe and thereon allege that each Defendant
28 acted in all respects pertinent to this action as the agent of the other Defendants,

1 carried out a joint scheme, business plan or policy in all respects pertinent
2 hereto, and the acts of each Defendant are legally attributable to the other
3 Defendants.

4 **IV.**

5 **GENERAL ALLEGATIONS**

- 6 21. At all times relevant here and as set forth in the following paragraphs of this
7 First Amended Complaint, Defendants employed more than 100 people; and
8 Plaintiffs and each member of the putative class was employed by Defendants,
9 and each of them, in the State of California.
- 10 22. The employees of Defendants have not been provided: uninterrupted thirty-
11 minute meal periods for work periods of more than five (5) hours per day;
12 second uninterrupted thirty-minute meal periods for work periods of more
13 than ten (10) hours per day; and have not been permitted to take ten-minute
14 (10) rest periods for work periods of four (4) hours or major fractions, pursuant
15 to the Labor Code, and applicable IWC Wage Orders.
- 16 23. Defendants failed to pay employees wages owed for all hours worked,
17 including overtime hours as applicable, and failed to factor non-discretionary
18 bonus payments into employees' regular rate of compensation.
- 19 24. Defendants failed to pay Plaintiffs and the members of their putative class upon
20 separation the wages earned and unpaid at the time of discharge, including
21 accrued and vested vacation pay or "PTO."
- 22 25. Defendants failed to provide Plaintiffs and the putative members of their class,
23 at the time of each payment of wages, an accurate itemized statement in
24 writing, showing the gross wages earned and/or paid, including premium
25 wages owed for failing to provide meal and/or rest periods at the proper
26 intervals.
- 27 26. Defendants failed to fully reimburse Plaintiffs and putative members of their
28 class for all their business-related expenditures. In violation of the Labor Code,

1 Plaintiffs and putative members of their class did not receive indemnification
2 for all business-related expenditures.

3 **27.** Plaintiffs assert claims for relief on behalf of themselves and other similarly
4 situated persons as a class action pursuant to Code of Civil Procedure § 382.
5 Plaintiffs and all members of their putative class are described below with
6 specificity and fall in several categories of subclasses whose rights have been
7 violated under the law. Defendants have made no effort as of the filing of this
8 First Amended Complaint to correct or remedy the violations of law specified
9 here.

10 **V.**

11 **CLASS ACTION ALLEGATIONS**

12 **28.** Plaintiffs bring this action on behalf of themselves and all other employees of
13 Defendants who are similarly-situated persons as a class action pursuant to
14 California Code of Civil Procedure § 382. There is a well-defined common
15 interest by and among Plaintiffs and the putative class members, and it is
16 impractical to bring all those individuals before the court under separate,
17 different and repetitive actions. Plaintiffs also reserve the right to amend or
18 modify the class descriptions set forth below in greater specificity or clarity if
19 required in the future in accordance with Rule 3.765 (b), California Rules of
20 Court. The class which Plaintiffs seek to represent is composed of and defined
21 as follows:

22 “Plaintiff Class” – All of Defendants’ current and former non-exempt
23 employees who worked for Defendants in California, during the four
24 years before the filing of the Complaint through the time of class
25 certification.

26 **29.** Plaintiffs seek to certify the following subclasses of employees:

27 a) “Meal Period Subclass” – All members of Plaintiff Class who worked
28 each period exceeding five (5) hours without an uninterrupted, off

1 duty, thirty (30) minute meal period and/or periods in excess of ten (10)
2 hours without a second uninterrupted, off duty, thirty (30) minute
3 meal periods; and were not provided compensation of one hour's pay
4 at the employee's regular rate of compensation for each day that a meal
5 period was not provided.

- 6 b) "Rest Period Subclass" – All members of Plaintiff Class who worked
7 periods of four (4) hours or major fraction thereof without a duty free
8 rest period of at least 10-minutes and who were not compensated one
9 hour's pay at the employee's regular rate of compensation for each day
10 that a rest period was not permitted.
- 11 c) "Unpaid Wage Subclass" – All members of Plaintiff Class who were
12 not paid their minimum/actual wages, including any time that was
13 unlawfully rounded by Defendants or otherwise considered as off-the-
14 clock, as well as overtime wages for hours worked in excess of eight
15 hours per day at the one and a half rate (of an employee's regular rate
16 of compensation) or at a double time rate (of an employee's regular
17 rate of compensation) as applicable.
- 18 d) "Waiting Time Subclass" – All members of Plaintiff Class to whom
19 Defendants failed to pay all wages due to them upon termination or
20 resignation under Labor Code §§ 201-203.
- 21 e) "Vacation Pay Subclass" – All members of Plaintiff Class to whom
22 Defendants failed to pay all vacation wages owed, vested or agreed to
23 upon termination or resignation as required by Labor Code §227.3.
- 24 f) "Wage Statement Subclass" – All members of Plaintiff Class to whom
25 Defendants improperly failed to provide accurate itemized wage
26 statements under Labor Code §§ 226.
- 27
28

1 g) "Expense Reimbursement Subclass" – All members of Plaintiff Class to
2 whom Defendants failed to fully reimburse employee business
3 expenses as required by Labor Code §2802.

4 h) "UCL Subclass" – All members of the Meal Period, Rest Period,
5 Unpaid Wage, Waiting Time, Vacation Pay, Wage Statement, and
6 Expense Reimbursement Subclasses who were subject to unlawful,
7 illegal, unfair and/or deceptive business acts and practices by
8 Defendants and are entitled to disgorgement and restitution of unpaid
9 wages.

10 30. There is a well-defined community of interest among many persons who
11 comprise a readily ascertainable class:

12 a) Numerosity -The potential members of the Class and Subclasses as
13 defined here are so numerous that the individual joinder of all of them as
14 named plaintiffs is impracticable. The number of members of the Class
15 and Subclasses is unknown to Plaintiffs. It is however estimated that the
16 members are more than 100 individuals, and their identities may readily
17 be ascertained from Defendants' records.

18 b) Typicality – The claims of Plaintiffs are typical of the claims of all
19 members of the Class and Subclasses, who sustained similar damages
20 arising out of Defendants' common course of conduct in violation of law
21 as alleged.

22 c) Ascertainable Class – The proposed Class and Subclasses are
23 ascertainable as the members can readily be identified and located based
24 on Defendants' payroll and personnel records.

25 d) Adequacy – Plaintiffs are adequate representatives of the Class and
26 Subclasses: Plaintiffs will fairly protect the interests of the members, they
27 has no interest adverse to the members, and they will vigorously pursue
28 this lawsuit on behalf of all the members of the Class and Subclasses.

1 Plaintiffs' attorneys are competent, skilled and experienced in litigating
2 large employment law class actions.

- 3 e) Superiority - Class action treatment will allow a large number of
4 similarly situated persons to prosecute their common claims in a single
5 forum simultaneously, efficiently, and without the unnecessary
6 duplication of effort and expense that numerous individual actions
7 would require. Further, the monetary amounts due to many individual
8 members of the Class and Subclasses are likely to be relatively small, and
9 the burden and expense of individual litigation would make it difficult
10 or impossible for the members to seek and obtain relief. A class action
11 will serve an important public interest by permitting employees harmed
12 by Defendants' unlawful practices to effectively pursue recovery of the
13 sums owed to them.
- 14 f) Common Questions of Law and Fact – There are common questions of
15 law and fact as to the members of the Class and Subclasses which are
16 superior to questions affecting only individual members of the Class and
17 Subclasses. The common questions of law and fact may be summarized
18 as follows and if necessary will be refined with the progress of formal
19 discovery in the case:
- 20 g) Whether Defendants failed to provide members of Plaintiff Class who
21 ceased employment with Defendants all wages owed at the time of the
22 cessation of the employee-employer relationship?
- 23 h) Whether Defendants violated California law and applicable Wage
24 Orders by failing to provide Plaintiff Class members with paid ten-
25 minute (10) rest periods for each four hours worked?
- 26 i) Whether the remedy for an employer's failure to provide rest breaks as
27 required by law is a premium wage for hardship of missing a lawful rest
28 break?

- j) Whether Defendants violated California law and applicable Wage Orders by failing to provide Plaintiff Class members with thirty minute (30) meal period for more than five hours of work?
- k) Whether Defendants violated California law and applicable Wage Orders by failing to provide members of Plaintiff Class with a second meal period?
- l) Whether the remedy for an employer's failure to provide meal period as required by law is a premium wage for hardship of missing a lawful meal period?
- m) Whether Defendants violated California law, including the applicable wage orders by failing to properly compensate Plaintiff Class members for all hours worked, including overtime hours as applicable?
- n) Whether Plaintiff Class is entitled to waiting time penalties under Labor Code § 203?
- o) Whether Defendants violated Labor Code §227.3 by their failure to provide Plaintiff Class with all vacation wages or PTO owed, vested or agreed to upon termination or separation?
- p) Whether Defendants violated California law by their failure to provide Plaintiff Class with accurate and itemized wage statements?
- q) Whether Defendants have violated Labor Code §2802 by failing to reimburse Plaintiffs and the Plaintiff Class for all business expenses incurred by them in direct consequence of the discharge of their duties?
- r) Whether Defendants violated Business and Professions Code §§ 17200 et. seq., Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 2800, 2802, and applicable Wage Orders which constitute violations of the public policy?
- s) Whether Plaintiff Class is entitled to an equitable relief in accordance with Business and Professions Code §§ 17200 et. seq.

1 t) Whether Defendants' affirmative defenses, if any, raise common issues
2 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
3 particular?

4 **VI.**

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PROVIDE MEAL PERIOD OR**
7 **COMPENSATION IN LIEU THEREOF**

8 **(Labor Code §§ 226.7, 512)**

9 **(By Plaintiffs and Meal Period Subclass against Defendants)**

10 31. Plaintiffs incorporate paragraphs 1 through 30 of this First Amended Complaint
11 as if fully alleged herein.

12 32. By their failure to provide thirty minute (30) uninterrupted meal period as well
13 as second meal period, if applicable, to Plaintiffs and members of Meal Period
14 Subclass, Defendants willfully violated the provisions of Labor Code §§ 226.7,
15 512 and applicable IWC Wage Orders.

16 33. As a result of Defendants' unlawful conduct, Plaintiffs and other members of
17 the Subclass have suffered damages as articulated in the Prayer for Relief, set
18 forth below, and fully incorporated here as applicable.

19 **VII.**

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PROVIDE REST PERIODS OR**
22 **COMPENSATION IN LIEU THEREOF**

23 **(Labor Code § 226.7)**

24 **(By Plaintiffs and Rest Period Subclass against Defendants)**

25 34. Plaintiffs incorporate paragraphs 1 through 30 of this First Amended Complaint
26 as if fully alleged herein.

27 35. By their failure to provide ten-minute (10) rest periods for every four (4) hours
28 of work or major fraction thereof per day to Plaintiffs and Rest Period Subclass,
Defendants willfully violated Labor Code § 226.7 and applicable Wage Orders.

1 36. As a result of Defendants' unlawful conduct, Plaintiffs and other members of
2 the Subclass have suffered damages as articulated in the Prayer for Relief, set
3 forth below, and fully incorporated here as applicable.

4 **VIII.**

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PAY WAGES**

7 **(Labor Code §§ 204, 210, 510, 1194, 1194.2)**

8 **(By Plaintiffs and the Unpaid Wage Subclass against Defendants)**

9 37. Plaintiffs incorporate paragraphs 1 through 30 of this First Amended Complaint
10 as if fully alleged herein.

11 38. At all relevant times, Plaintiffs and the other members of the Unpaid Wage
12 Class were employees of Defendants covered by Labor Code §§ 204, 210, 510,
13 1194, 1194.2 and applicable Wage Orders, and they were entitled to receive
14 minimum and overtime wages for all hours worked and liquidated damages
15 equal to unlawfully unpaid minimum wages with interest.

16 39. Defendants have violated California law and the specified provisions of the
17 Labor Code and applicable Wage Orders by their failure to pay all wages due in
18 accordance, including minimum wages, wrongfully classified off-the-clock
19 wages and overtime pay. Notably, any wages that were paid were not
20 effectively paid within seven (7) days of the close of any applicable payroll
21 period. As a result of Defendants' unlawful conduct, Plaintiffs and other
22 members of the Subclass have suffered damages as articulated in the Prayer for
23 Relief, set forth below, and fully incorporated here as applicable.

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IX.

FOURTH CAUSE OF ACTION

FAILURE TO PAY WAGES DUE AT TERMINATION

(Labor Code §§ 201, 202, 203)

(By Plaintiffs and Waiting Time Subclass against Defendants)

40. Plaintiffs incorporate paragraphs 1 through 30 of this First Amended Complaint as if fully alleged herein.

41. By their failure to timely pay Plaintiffs and Waiting Time Subclass, Defendants willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails to timely pay such wages, the employer must, as penalty, continue to pay the employee's wages until the back wages are paid in full or an action is commenced.

42. As a result of Defendants' unlawful conduct, Plaintiffs and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

X.

FIFTH CAUSE OF ACTION

FAILURE TO PAY VACATION WAGES DUE AT TERMINATION

(Labor Code §227.3)

(By Plaintiffs and Vacation Pay Subclass against Defendants)

43. Plaintiffs incorporate paragraphs 1 through 30 of this First Amended Complaint as if fully alleged herein.

44. By their failure to timely pay Plaintiffs and Vacation Pay Subclass, Defendants willfully violated the provisions of Labor Code §227.3. Section 227.3 of Labor Code provides that whenever a contract of employment or employer policy provides for paid vacation, and an employee is terminated without having taken off his or her vested vacation time, all vested vacation shall be paid to him as wages at his or her final rate in accordance with such contract of

1 employment or employer policy respecting eligibility of time served; provided,
2 however, that an employment contract or employer policy shall not provide for
3 forfeiture of vested vacation time upon termination.

4 45. As a result of Defendants' unlawful conduct, Plaintiffs and other members of
5 the Subclass have suffered damages as articulated in the Prayer for Relief, set
6 forth below, and fully incorporated here as applicable.

7 **XI.**

8 **SIXTH CAUSE OF ACTION**
9 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**
10 **(Labor Code §226)**
11 **(By Plaintiffs and Wage Statement Subclass against Defendants)**

12 46. Plaintiffs incorporate paragraphs 1 through 30 of this First Amended Complaint
13 as if fully alleged herein.

14 47. By their failure to provide accurate itemized wage statements, semimonthly or
15 at the time of each payment of wages, Defendants willfully violated the
16 provisions of Labor Code §226 and applicable Wage Orders.

17 48. As a result of Defendants' unlawful conduct, Plaintiffs and other members of
18 the Subclass have suffered damages as articulated in the Prayer for Relief, set
19 forth below, and fully incorporated here as applicable.

20 **XII.**

21 **SEVENTH CAUSE OF ACTION**
22 **FAILURE TO REIMBURSE ALL BUSINESS EXPENSES**
23 **(Labor Code §§2800, 2802)**
24 **(By Plaintiffs and Expense Reimbursement Subclass against Defendants)**

25 49. Plaintiffs incorporate paragraphs 1 through 30 of this First Amended Complaint
26 as if fully alleged herein.

27 50. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases
28 indemnify his employee for losses caused by the employer's want of ordinary
care."

- 1 51. Labor Code § 2802 provides, in pertinent part, “[a]n employer shall indemnify
2 his or her employee for all necessary expenditures or losses incurred by the
3 employee in direct consequence of the discharge of his or her duties...”
- 4 52. Further, Labor Code § 2802 additionally provides, in pertinent part: “(c)...the
5 term ‘necessary expenditures or losses’ shall include all reasonable costs,
6 including but not limited to, attorney’s fees incurred by the employee enforcing
7 the rights granted by this section.”
- 8 53. During the relevant time period, Defendants were required to reimburse
9 Plaintiffs and class members for all expenditures or losses caused by the
10 employer’s want of ordinary care and/or incurred in direct consequence of the
11 discharge of their duties, but failed to indemnify and reimburse Plaintiffs and
12 class members in violation of Labor Codes §§ 2800 and 2802.
- 13 54. As a direct and proximate result, Plaintiffs and class members have suffered,
14 and continue to suffer, substantial losses, related to the use and enjoyment of
15 such monies to be reimbursed, lost interest on such monies, and expenses and
16 attorney’s fees in seeking to compel Defendants to fully perform their
17 obligations under California law, all of their damage in amounts according to
18 proof at the time of trial.

19 **XIII.**

20 **EIGHTH CAUSE OF ACTION**

21 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**

22 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

23 **(By Plaintiffs, Plaintiff Class and All Subclasses against Defendants)**

- 24 55. Plaintiffs incorporate paragraphs 1 through 54 of this First Amended Complaint
25 as if fully alleged herein.
- 26 56. The alleged unlawful conduct of Defendants constitutes unfair competition
27 pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of
28 action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for
the time period starting four (4) years before the filing of the Complaint.

1 57. As a result, Plaintiffs and other members of Plaintiff Class and Subclasses have
2 suffered injury in fact and lost money or property. Plaintiffs and said members
3 have been deprived of their rights as set forth in this First Amended Complaint,
4 including, but not limited to, payment of minimum and/or actual wages for all
5 hours worked.

6 58. Pursuant to Business and Professions Code § 17203, Plaintiffs and other
7 members of Plaintiff Class and Subclasses are entitled to restitution of all wages
8 owed to them under the Labor Code, and interest thereon, in which they had a
9 property interest, which Defendants failed to pay to them but withheld and
10 retained for themselves. Restitution of the money owed to Plaintiffs, Plaintiff
11 Class and Subclasses is necessary to prevent Defendants from becoming
12 unjustly enriched by their failure to comply with the Labor Code provisions.

13 59. Plaintiffs and members of Plaintiff Class and Subclasses are entitled to recover
14 reasonable attorney's fees in connection with their unfair competition claims
15 pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine
16 and/or the common fund doctrine.

17 60. Plaintiffs request the court to issue a preliminary and permanent injunction
18 prohibiting Defendants from committing the Labor Code and applicable Wage
19 Order violations set forth in this First Amended Complaint, and Plaintiffs and
20 the members of Plaintiff Class and Subclasses have suffered further damages as
21 articulated in the Prayer for Relief, set forth below, also incorporated here fully
22 as applicable.

23 **XIV.**

24 **NINTH CAUSE OF ACTION**

25 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT**
26 **(LABOR CODE § 2699 *et seq.*)**
27 **(By Plaintiffs and Aggrieved Employees Against Defendants)**

28 61. Plaintiffs incorporate paragraphs 1 through 60 of this First Amended Complaint
as if fully alleged herein.

1 62. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),
2 private parties may recover civil penalties for violations of the California Labor
3 Code. PAGA penalties are in addition to any other relief available under the
4 Labor Code.

5 63. As set forth above, Defendants violated the California Labor Code by
6 consistently failing to employ Plaintiffs and other similarly situated employees
7 in compliance with California law.

8 64. Plaintiffs provided written notice by certified mail to Defendants on February
9 13, 2025, and electronic notice to the State Labor & Workforce Development
10 Agency ("LWDA"), of the legal claims and theories of this case. To date, and
11 after 65 days from the date of mailing of notice, the LWDA has not notified
12 Plaintiffs that the LWDA intends to exercise jurisdiction over the claim for civil
13 penalties under the PAGA. Accordingly, Plaintiffs exhausted administrative
14 remedies as required by Labor Code § 2699.3. Plaintiffs' PAGA claim was
15 assigned case number LWDA-CM-1079836-25 by the LWDA. Appended hereto
16 is a copy of the notice communicated by Plaintiffs.

17 65. Under the PAGA, Plaintiffs and all other aggrieved employees are entitled to
18 recover the maximum civil penalties permitted by law from Defendants for the
19 violations of Labor Code alleged in this First Amended Complaint and the
20 notice communicated by Plaintiffs.

21 66. Plaintiffs and all other aggrieved employees are also entitled to recover their
22 attorneys' fees and costs under Labor Code § 2699.
23

24 **XV.**

25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, on behalf of themselves and all others similarly situated,
27 Plaintiffs pray for relief and judgment against Defendants as follows:
28

- 1 A. An order certifying that Plaintiffs may pursue their claims as a class
2 action under Section 382 of the Code of Civil Procedure; and it is further requested
3 that Plaintiff Class and each Plaintiff Subclass be certified;
- 4 B. An order appointing Plaintiffs as Class representatives;
- 5 C. An order appointing Plaintiffs' counsel as Class counsel;
- 6 D. Disgorgement of Defendants' wrongfully obtained profits and restitution
7 of unpaid wages under Business and Professions Code §§ 17203, 17204;
- 8 E. Damages for unpaid additional compensation for failing to provide
9 timely or uninterrupted or lawful meal periods and rest periods;
- 10 F. Damages for unpaid minimum wages under Labor Code § 1194;
- 11 G. Liquidated damages under Labor Code § 1194.2;
- 12 H. Statutory penalties under Labor Code § 210;
- 13 I. Statutory penalties under Labor Code § 226(e);
- 14 J. Damages for unpaid penalty wages under Labor Code § 203;
- 15 K. Reimbursement of business expenses under Labor Code § 2802;
- 16 L. Damages for unpaid vacation wages at the time of discharge under
17 Labor Code § 227.3;
- 18 M. Reasonable attorney's fees and costs pursuant to statute, including, but
19 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;
- 20 N. Enjoinment of Defendants from further acts of unfair competition and
21 continuous violations of the Labor Code and applicable Wage Orders;
- 22 O. Civil penalties under Labor Code Section 2699 (75% payable to the
23 LWDA and 25% payable to aggrieved employees); and
- 24 P. For such other relief that the Court may deem just and proper, including
25 prejudgment interest and costs.

26
27 DATED: June 4, 2025

MOORADIAN LAW, APC

1 By: /s/Haik Hacopian

2 **Zorik Mooradian,**

3 **Haik Hacopian,**

4 Attorneys for Plaintiffs, the putative class,
5 and aggrieved employees

6 **DEMAND FOR A JURY TRIAL**

7 Plaintiff MONICA SANDOVAL and Plaintiff VIOLETA LOPEZ hereby
8 demand a jury trial in the above case.
9

10 DATED: June 4, 2025

11 **MOORADIAN LAW, APC**

12 By: /s/Haik Hacopian

13 **Zorik Mooradian,**

14 **Haik Hacopian,**

15 Attorneys for Plaintiffs, the putative class,
16 and aggrieved employees
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MOORADIAN LAW, APC

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HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

FEBRUARY 13, 2025

VIA USPS CERTIFIED MAIL

OneMain General Services Corporation
100 International Drive, 16th Floor
Baltimore, MD 21202
9589 0710 5270 2348 6066 51

1505 Corporation – CT Corporation System
Agent for Service for
OneMain General Services Corporation
330 North Brand Blvd, Suite 700
Glendale, CA 91203
9589 0710 5270 2348 6066 44

OneMain Financial Group, LLC
100 International Drive, 16th Floor
Baltimore, MD 21202
9589 0710 5270 2348 6066 37

1505 Corporation – CT Corporation System
Agent for Service for
OneMain Financial Group, LLC
330 North Brand Blvd, Suite 700
Glendale, CA 91203
9589 0710 5270 2348 6066 20

OneMain Consumer Loan, Inc.
100 International Drive, 16th Floor
Baltimore, MD 21202
9589 0710 5270 2348 6066 13

1505 Corporation – CT Corporation System
Agent for Service for
OneMain Consumer Loan, Inc.
330 North Brand Blvd, Suite 700
Glendale, CA 91203
9589 0710 5270 2348 6066 06

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
OneMain General Services Corporation,
OneMain Financial Group, LLC, and
OneMain Consumer Loan, Inc.

To Whom It May Concern:

This office represents Monica Sandoval and Violeta Lopez with respect to Private Attorneys General Act (“PAGA”) claims that they intend to pursue against OneMain General Services Corporation, OneMain Financial Group, LLC, and OneMain Consumer Loan, Inc. (hereinafter collectively “OneMain”) based upon their illegal wage and hour practices in the State of California as to their non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

OneMain is engaged in the business of consumer financial services. Ms. Sandoval and Ms. Lopez worked as non-exempt employees of OneMain at their office located at 5419 Rosemead Boulevard in San Gabriel, California 91776. OneMain employs numerous non-exempt, hourly paid employees such as Ms. Sandoval and Ms. Lopez in California (“Aggrieved Employees”). Unfortunately, OneMain has engaged in the following practices with respect to its Aggrieved Employees:

Identity and Capacity of Employers/Joint Employers

Ms. Sandoval and Ms. Lopez intend to pursue a PAGA action against OneMain and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as “OneMain” as well). Ms. Sandoval and Ms. Lopez will seek to hold all owners, directors, officers and managing agents of OneMain personally liable for said violations to the extent permitted under Labor Code § 558 and/or Labor Code § 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein and there exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities are, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Ms. Sandoval and Ms. Lopez will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that OneMain and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

Failure to Pay Wages

OneMain implemented the policy and practice of failing to pay Aggrieved Employees for all hours worked including due to inaccurate time tracking. Additionally, Aggrieved Employees continued working despite being clocked out for meal breaks including being required to deliver documents to the DMV. Aggrieved Employees were also required to complete work off-the-clock before and after their shifts. The foregoing resulted in underpayment of wages, including underpayment of overtime, and double-time to the extent applicable. This is in addition the underpayment of overtime and/or double-time due to misapplication of an Aggrieved Employee's regular rate of compensation as Aggrieved Employees were entitled to non-discretionary performance bonuses. Also, OneMain also refused to pay various non-discretionary bonuses including training bonuses.

Meal Breaks

OneMain engages in the practice of not allowing mandated meal breaks. Due to understaffing, no break relief was available and Aggrieved Employees, including Ms. Sandoval and Ms. Lopez, were forced to work through meal breaks, or take them at later times. To the extent any meal break was provided, Aggrieved Employees were unable from leaving the work premises and such breaks were not off-duty. Aggrieved Employees did not receive premium pay for all such missed, late, or short meal periods. Moreover, Aggrieved Employees are owed wages for off-the-clock work resulting from meal periods being on-duty as described above. To the extent any premium wages were paid, they were not calculated in accordance with an Aggrieved Employee's correct regular rate of compensation.

Rest Breaks

OneMain engages in the practice of not allowing mandated rest breaks and not compensating Aggrieved Employees for any missed, late, or short rest breaks. Specifically, Aggrieved Employees were never afforded an opportunity to take rest breaks every four hours, or major fraction thereof, they worked. Due to understaffing, no break relief was available and Aggrieved Employees, including Ms. Sandoval and Ms. Lopez, were forced to work through rest breaks. To the extent any rest break was provided, Aggrieved Employees were prevented from leaving the work premises and such breaks were not off-duty. Moreover, Aggrieved Employees did not receive premium pay for all such missed rest breaks. To the extent any premium wages were paid, they were not calculated in accordance with an Aggrieved Employee's correct regular rate of compensation.

Waiting Time and Unpaid Vacation

At the time of an Aggrieved Employee's separation (whether it be by termination or resignation) OneMain has failed to provide the employee with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable.

OneMain maintained a separate vacation/PTO benefit for Aggrieved Employees. Vacation wages would be owed to the extent that the benefit was not properly effectuated and/or any unpaid compensation was not factored into the accrual of the benefit. Correspondingly, a vacation balance would be owed and/or any vacation balance paid to an Aggrieved Employee upon separation would not be full and complete.

Sick Leave

OneMain was required to maintain a sick leave benefit with mandated amounts of accrual of sick time but failed to allow Aggrieved Employees to accrue sick time in the amount required by law. As well, the OneMain failed to permit Aggrieved Employees from using their accrued sick time for the purposes set forth under California law, including requiring the use of unpaid vacation in lieu of accrued sick time, and sick leave would be denied to the extent off the clock work would need to be factored into accrual.

Noncompliant Wage Statements

OneMain has adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not Aggrieved Employees receive all

wages they were entitled to, including meal and rest break premiums, other premiums, and payment of vacation and sick leave benefits.

Failure to Fully Reimburse Employee Expenses

OneMain required the use of personal cell phones and personal vehicles by Aggrieved Employees such as Ms. Sandoval and Ms. Lopez but never fully provided compensation or reimbursement for such use by Aggrieved Employees.

Additional Penalties

Ms. Sandoval and Ms. Lopez and all other similarly aggrieved California employees intend to seek all civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which OneMain has violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: OneMain violated, and continues to violate, Labor Code Section 201 or other applicable law, wage order, regulation, by failing to pay the Aggrieved Employees it has discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: OneMain violated, and continues to violate, Labor Code Section 202 or other applicable law, wage order, regulation, by failing to pay Aggrieved Employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: OneMain violated, and continues to violate, Labor Code Section 203 or other applicable law, wage order, regulation, by failing to pay 30 days of continuing wages to Aggrieved Employees owed wages (explained above) whose employment ended.

Labor Code Sections 204 and 210: OneMain violated, and continues to violate, Labor Code Sections 204 and 210 or other applicable law, wage order, regulation, by failing to pay wages to Aggrieved Employees for all hours worked as explained above including failing timely pay regular wages after the close of applicable payroll periods.

Labor Code Section 226: OneMain violated, and continues to violate, Labor Code Section 226(a), or other applicable law, wage order, regulation by failing to provide Aggrieved Employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: OneMain violated, and continues to violate, Labor Code Section 226.7 or other applicable law, wage order, regulation, by failing to provide meal periods and/or rest periods to Aggrieved Employees that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 227.3: OneMain violated, and continues to violate, Labor Code Section 227.3 by failing to promptly pay all vested vacation or PTO benefits to Aggrieved Employees upon their separation.

Labor Code Sections 245.5, 246, and 246.5: OneMain has violated and continues to violate Labor Code § 245.5 (definition of employee) and § 246 (mandated amounts of accrual of sick time) by failing to allow Aggrieved Employees to accrue sick time in the amount required by law. As well, the OneMain has violated and continues to violate Labor Code § 246.5 by failing to permit Aggrieved Employees from using their accrued sick time for the purposes set forth under California law.

Labor Code Sections 500, 510 and 1198: OneMain violated, and continues to violate, Labor Code Sections 500, 510, 1198, or other applicable law, wage order, regulation by failing to pay minimum wage or overtime compensation to Aggrieved Employees required by law.

Labor Code Section 512: OneMain violated, and continues to violate, Labor Code Section 512 or other applicable law, wage order, regulation by not providing Aggrieved Employees with legally compliant meal periods.

Labor Code Sections 1182.12, 1194, and 1198: OneMain has violated and continues to violate Labor Code §§ 1182.12, 1194, 1198 or other applicable law, wage order, regulation by failing to pay Aggrieved Employees at least the minimum wage required under the law.

Labor Code Sections 2800 and 2802: OneMain violated and continues to violate, Labor Code Sections 2800 and 2802 by failing to indemnify Aggrieved Employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we intend to file an appropriate action pursuant to Labor Code Section 2698 *et seq.* Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC

/s/ Haik Hacopian

HAIK HACOPIAN

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.01

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Street and Apt. No., or PO Box No. 100 INTERNATIONAL DRIVE 16TH Floor
City, State, ZIP+4® BALTIMORE MD 21202

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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330 N. BRAND BLVD. SUITE 700
City, State, ZIP+4® GLENDAL, CA 91203

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City, State, ZIP+4® BALTIMORE MD 21202

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Postage \$1.01

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Street and Apt. No., or PO Box No. 100 INTERNATIONAL DRIVE 16TH Floor
City, State, ZIP+4® BALTIMORE MD 21202

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City, State, ZIP+4® GLENDAL, CA 91203

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



Haik Hacopian <haik.hacopian@gmail.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "haik.hacopian@gmail.com" <haik.hacopian@gmail.com>

Thu, Feb 13, 2025 at 1:21 PM

2/13/2025

LWDA Case No. LWDA-CM-1079836-25
Law Firm : Mooradian Law, APC
Plaintiff Name : Monica Sandoval
Employer: OneMain General Services Corporation
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm