

VENTURA
SUPERIOR COURT
FILED

JUN 11 2020

MICHAEL D. PLANET
Executive Officer and Clerk

BY: _____, Deputy
CRISTAL V. ALVAREZ

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

B. James Fitzpatrick (SBN: 129056)
Laura Franklin (SBN: 282642)
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

Attorneys for Plaintiff,
SANDRA LOPEZ on behalf of herself
and all other similarly situated and aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

SANDRA LOPEZ, an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

MOTEL 6 OPERATING, L.P., a Limited
Partnership; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 56-2020-00542312-CU-OE-VTA

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- (1) VIOLATION OF CAL. LABOR
CODE §§ 226.7 AND 512;
- (2) VIOLATION OF CAL. LABOR
CODE § 226.7;
- (3) VIOLATION OF CAL. LABOR
CODE § 226(a);
- (4) VIOLATION OF CAL. BUS. &
PROF. CODE § 17200, *ET SEQ.*
- (5) VIOLATION OF CAL. LABOR
CODE § 2698, *ET SEQ.*

DEMAND OVER \$25,000.00

COPY

1 Plaintiff Sandra Lopez (“Lopez” or “Plaintiff”) hereby submits this Class Action
2 Complaint against Defendant MOTEL 6 OPERATING, L.P., a Limited Partnership
3 (“Defendant”) and DOES 1 through 50 (hereinafter collectively referred to as “Defendants”), on
4 behalf of herself and a class of all other similarly situated current and former employees of
5 Defendants, for premium pay for missed meal and rest periods, penalties under the California
6 Labor Code, and for restitution as follows:

7 **INTRODUCTION**

8 1. This class action is within the Court’s jurisdiction under California Labor Code
9 sections 201, 202, 203, 226(a), 226.7 and 512, the applicable Wage Orders of the California
10 Industrial Welfare Commission (“IWC”), and the California Unfair Competition Law (the
11 “UCL”), Business and Professions Code section 17200, *et seq.*

12 2. This complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code and the UCL against employees of Defendant.
14 Specifically, Plaintiff challenges Defendant’s practice of requiring her and other similarly
15 situated workers to work single-employee shifts during which they are not permitted to leave the
16 hotel premises to take off-duty meal and rest breaks and are not compensated with any premium
17 pay for such missed breaks.

18 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
19 jointly and severally, have acted intentionally and with deliberate indifference and conscious
20 disregard to the rights of all employees in Defendants’ failure to pay premium pay for missed
21 meal and rest periods and provide accurate itemized wage statements.

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

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

1 **JURISDICTION AND VENUE**

2 6. This Court has jurisdiction over the violations of California Labor Code sections
3 201, 202, 203, 226(a), 226.7 and 512 and the UCL.

4 7. Venue is proper in this Court because Defendants conduct substantial and regular
5 business in Ventura County; currently maintain, and at all relevant times maintained, offices and
6 facilities in Ventura County; and committed the wrongful conduct alleged herein in Ventura
7 County.

8 **PARTIES**

9 8. Plaintiff SANDRA LOPEZ is, and at all times herein mentioned was, a competent
10 adult and resident of Ventura County, California. Plaintiff is a former employee of Defendant
11 MOTEL 6 OPERATING, L.P. Plaintiff worked for Defendant from approximately June 19,
12 2019, through April 6, 2020.

13 9. Plaintiff was and is the victim of the policies, practices, and customs of
14 Defendants complained of in this action in ways that have deprived her of the rights guaranteed
15 to her by California Labor Code sections 201, 202, 203, 226(a), 226.7 and 512, and the UCL.

16 10. Defendant MOTEL 6 OPERATING, L.P. owns and operates a chain of hotels
17 throughout California, including several locations in Ventura County. Plaintiff is informed and
18 believes, and based thereon alleges, that at all times herein mentioned MOTEL 6 OPERATING,
19 L.P. was and is a limited partnership formed in the state of Delaware and registered with the
20 California Secretary of State to conduct business in the state of California. As such, and based
21 upon all the facts and circumstances incident to Defendant's business, Defendant is subject to
22 California Labor Code sections 201, 202, 203, 226(a), 226.7 and 512, and the UCL.

23 11. Plaintiff does not know the true names or capacities, whether individual, partner
24 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
25 said defendants are sued under such fictitious names. If and when they are ascertained, Plaintiff
26 prays for leave to amend this Complaint. Plaintiff is informed and believes and, based thereon
27 alleges, that each of said fictitious Defendants was responsible in some way for the matters
28 alleged herein and proximately caused Plaintiff and members of the class to be subject to the

1 illegal employment practices, wrongs, and injuries complained of herein.

2 12. 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 13. 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 14. 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 15. At all times herein mentioned, the acts and omissions of various Defendants, and
18 each of them, concurred and contributed to the various acts and omissions of each and all of the
19 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
20 herein mentioned, Defendants, and each of them, ratified each and every act or omission
21 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
22 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
23 the damages as herein alleged.

24 **CLASS ALLEGATIONS**

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

- 27 a. All current and former non-exempt employees of Defendant in the State of
28 California who worked in any job/position that requires an on-duty meal

1 period at any time from April 6, 2016 to the present excluding any
2 individuals who are bound by the class settlement in *Cummings et al v. G6*
3 *Hospitality, LLC, et al.*, San Diego Superior Court, Case No. 37-2018-
4 00056207-CU-OE-CTL;

- 5 b. All current and former non-exempt employees of Defendant in the State of
6 California who worked in any job/position that requires an on-duty meal
7 period at any time from September 21, 2019 to the present.

8 17. **Numerosity and Ascertainability:** Plaintiff is informed and believes, and based
9 thereon alleges, that members of the Class include, but may not be limited to, current and former
10 employees of Defendant who worked in the positions of Guest Service Representative, Night
11 Auditor, Front Desk Agent, and any other non-exempt position where individuals worked single-
12 employee shifts. The members of the Class are so numerous that joinder of all members would
13 be impractical, if not impossible. The identity of the members of the Class is readily
14 ascertainable by review of Defendant's records, including payroll records. Plaintiff is informed
15 and believes, and based thereon alleges, that Defendant: (a) failed to provide off-duty 30-minute
16 meal breaks to employees who worked 5 hours or longer in one shift in violation of Labor Code
17 sections 226.7 and 512; (b) failed to provide off-duty 10-minute rest breaks to employees who
18 worked 3.5 hours or more in one shift in violation of Labor Code section 226.7; (c) failed to
19 provide proper payroll records to employees in violation of Labor Code section 226; and (d)
20 engaged in unfair business practices in violation of the California Labor Code, the applicable
21 IWC Wage Orders, and the UCL.

22 18. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
23 necessary steps to represent fairly and adequately the interests of the class defined above.
24 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and the
25 individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions
26 in the past and currently have a number of wage-and-hour class actions pending in California
27 state and federal courts.
28

1 19. Defendants uniformly administered a corporate policy, practice of: (a) failing to
2 provide off-duty 30-minute meal breaks to employees who worked 5 hours or longer in one shift
3 in violation of Labor Code sections 226.7 and 512; (b) failing to provide off-duty 10-minute rest
4 breaks to employees who worked 3.5 hours or more in one shift in violation of Labor Code
5 section 226.7; (c) failing to provide proper payroll records to employees in violation of Labor
6 Code section 226; and (d) engaging in unfair business practices in violation of the California
7 Labor Code, the applicable IWC Wage Orders, and the UCL.

8 20. 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 21. Plaintiff is informed and believes, and based thereon alleges, that Defendant had a
13 consistent and uniform policy, practice and procedure of willfully failing to comply with Labor
14 Code sections 226(a), 226.7 and 512 and the UCL.

15 22. Plaintiff is informed and believes and based thereon alleges Defendants, in
16 violation of California Labor Code §§ 201, and 202, *et seq.*, had a consistent and uniform policy,
17 practice and procedure of willfully failing to comply with Labor Code § 203. Plaintiff and other
18 members of the Class did not secret or absent themselves from Defendants, nor refuse to accept
19 the earned and unpaid wages from Defendants. Accordingly, Defendants are liable for waiting
20 time compensation for the unpaid wages to separated employees pursuant to California Labor
21 Code § 203.

22 23. **Common Question of Law and Fact:** There are predominant common questions
23 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
24 concerning Defendants' policy and practice of: (a) failing to provide off-duty 30-minute meal
25 breaks to employees who worked 5 hours or longer in one shift by themselves in violation of
26 Labor Code sections 226.7 and 512; (b) failing to provide off-duty 10-minute rest breaks to
27 employees who worked 3.5 hours or more in one shift by themselves in violation of Labor Code
28

1 section 226.7; (c) failing to provide proper payroll records to employees in violation of Labor
2 Code section 226; and (d) engaging in unfair business practices in violation of the California
3 Labor Code, the applicable IWC Wage Orders, and the UCL.

4 **24. Typicality:** The claims of Plaintiff are typical of the claims of all members of the
5 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
6 as the Class Members. During the relevant period, Plaintiff has been employed by Defendants in
7 the positions of Night Auditor and Guest Service Representative, and Plaintiff suffered the same
8 harm alleged in this Complaint in both positions. Defendants' corporate policy requires that at
9 least one employee be present in the hotel reception area at all times. As with all other non-
10 exempt employees in the State of California, Plaintiff was not permitted to leave the hotel if
11 doing so would leave the hotel unattended, and she was not permitted to lock the front entrance.
12 Thus, when Plaintiff worked shifts where she was the only employee, she was required to remain
13 on-duty for her meal and rest breaks. Although it is well-settled that Defendants should have paid
14 meal and rest period premium pay to Plaintiff and Class Members, Defendants failed to do so.
15 Defendants also failed to provide accurate, itemized wage statements that accurately reflected the
16 correct gross and net wages earned due to the meal and rest break violations stated above. Given
17 that Defendants willfully failed to pay Plaintiff and Class members all wages owed, Defendants
18 are liable for waiting time-penalties pursuant to Labor Code §§ 201, 202, and 203. Therefore,
19 Plaintiff is a member of the Class and has suffered the alleged violations of California Labor
20 Code sections 201, 202, 203, 226(a), 226.7, and 512.

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

28 **26.** The nature of this action and the format of laws available to Plaintiff and

1 members of the Class identified herein make the class action format a particularly efficient and
2 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
3 file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable
4 advantage since it would be able to exploit and overwhelm the limited resources of each
5 individual plaintiff with their vastly superior financial and legal resources. Requiring each class
6 member to pursue an individual remedy would also discourage the assertion of lawful claims by
7 employees who would be disinclined to file an action against their former and/or current
8 employer for real and justifiable fear of retaliation and permanent damage to their careers at
9 subsequent employment.

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

19 28. Such a pattern, practice and uniform administration of corporate policy regarding
20 illegal employee compensation described herein is unlawful and creates an entitlement to
21 recovery by Plaintiff and the Class identified herein, in a civil action, for applicable damages
22 and/or penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
23 California Code of Civil Procedure section 1021.5.

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

27 30. The Class is commonly entitled to a specific fund with respect to the
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1 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
2 restitution of those funds being improperly withheld by Defendants. This action is brought for
3 the benefit of the entire class and will result in the creation of a common fund.

4 **FIRST CAUSE OF ACTION**

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

6 **(BY PLAINTIFF AND THE CLASSES AGAINST ALL DEFENDANTS)**

7 31. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 30 as
8 though fully set forth herein.

9 32. At all relevant times, Defendants failed in their affirmative obligation to ensure
10 that Plaintiff and other Class Members had the opportunity to take and were provided with off-
11 duty meal periods in accordance with the mandates of the California Labor Code and the
12 applicable IWC Wage Order. Specifically, Defendants required Plaintiff and Class Members to
13 remain in the on-premises at the hotel for meal periods. This policy was further perpetuated by
14 Defendant's requirement that at least one employee always be present in the hotel reception area.
15 Thus, whenever Plaintiff and Class Members were the only employee on duty, they were not free
16 to leave the hotel for meal periods. Defendants further failed to relieve Plaintiff and other Class
17 Members of all duties during their unpaid 30-minute meal period. In other words, Plaintiff and
18 Class Members were suffered and permitted to work through legally required meal breaks and
19 were denied the opportunity to take their full 30-minute off-duty meal breaks because they
20 remained under Defendants' control by virtue of having to remain in the hotel and work. As
21 such, Defendants are responsible for paying premium compensation for missed meal periods
22 pursuant to Labor Code sections 226.7 and 512 and the applicable IWC Wage Order.

23 Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium
24 compensation for each full 30-minute duty-free meal period Plaintiff and Class Members missed.

25 33. This policy of requiring employees to work through their legally mandated meal
26 periods and not allowing them to take proper off-duty meal periods is a violation of California
27 law.

28 34. Plaintiff is informed and believe and based thereon alleges that Defendants

1 willfully failed to pay employees who were not provided the opportunity to take meal breaks the
2 premium compensation set out in Labor Code sections 226.7 and 512, and the applicable IWC
3 Wage Order and that Plaintiff and those employees similarly situated are owed wages for the
4 meal period violations set forth above.

5 35. Such a pattern, practice and uniform administration of corporate policy as
6 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class
7 Members identified herein, in a civil action, for the unpaid balance of the unpaid premium
8 compensation pursuant to Labor Code sections 226.7 and 512, and the applicable IWC Wage
9 Order, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit.

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

16 **SECOND CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE § 226.7**

18 **(BY PLAINTIFF AND THE CLASSES AGAINST ALL DEFENDANTS)**

19 37. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 36 as
20 though fully set forth herein.

21 38. At all relevant times, Defendants failed in their affirmative obligation to ensure
22 that Plaintiff, and other Class Members, had the opportunity to take and were provided with off-
23 duty 10-minute rest periods in accordance with the mandates of the California Labor Code and
24 the applicable IWC Wage Order. Specifically, Defendants required Plaintiff and other Class
25 Members to remain in the hotel for their 10-minute rest break. This policy was further
26 perpetuated by Defendants' requirement that at least one employee always be present in the
27 hotel. Thus, whenever Plaintiff and Class Members were the only employee on duty, they were
28 not free to leave the hotel for their 10-minute rest periods. Defendants further failed to relieve

1 Plaintiff, and other Class Members, of all duties during their 10-minute rest break. Thus, Plaintiff
2 and Class Members were denied their right to 10-minute, off-duty rest breaks for any and all
3 shifts in which they worked 3.5 hours or longer. In other words, Plaintiff and Class Members
4 were suffered and permitted to work through legally required rest breaks and were denied the
5 opportunity to take their full 10-minute off-duty rest breaks because they remained under
6 Defendants' control by virtue of having to remain in the hotel and work. As such, Defendants are
7 responsible for paying premium compensation for missed rest periods pursuant to Labor Code
8 section 226.7 and the applicable IWC Wage Order. Defendant, as a matter of corporate policy
9 and procedure, regularly failed to pay such premium compensation for each full 10-minute duty-
10 free rest period Plaintiff and Class Members missed.

11 39. This policy of requiring employees to work through their legally mandated rest
12 periods and not allowing them to take proper off-duty rest periods is a violation of California
13 law.

14 40. Plaintiff is informed and believe and based thereon alleges that Defendants
15 willfully failed to pay employees who were not provided the opportunity to take rest breaks the
16 premium compensation set out in Labor Code section 226.7, and the applicable IWC Wage
17 Order and that Plaintiff and those employees similarly situated as them are owed wages for the
18 rest period violations set forth above.

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

24 42. Plaintiff is informed and believes, and based thereon allege, that Defendants'
25 willful failure to provide all rest period premium wages due and owing to Plaintiff and Class
26 Members upon separation from employment results in a continued payment of wages up to thirty
27 (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class
28 who have separated from employment are entitled to compensation pursuant to Labor Code

§ 203.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

(BY PLAINTIFF AND THE CLASSES AGAINST ALL DEFENDANTS)

43. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 42 as though fully set forth herein.

44. Defendants, as a matter of policy and practice, failed in their affirmative obligation to provide accurate itemized wage statements.

45. Plaintiff and the Class were paid hourly. Pursuant to Labor Code section 226(a), wage statements must identify the accurate gross wages earned, total hours worked by the employee, and net wages earned, among other things. The wage statements provided to Plaintiff and the Class failed to identify such information, including without limitation, all of the wages owed for missed meal and rest period premium pay.

46. 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 Classes, in a civil action, for all damages or penalties pursuant to Labor Code section 226(a), which are available from one year prior to the filing of this Complaint, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code section 226(a).

FOURTH CAUSE OF ACTION

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

(BY PLAINTIFF AND THE CLASSES AGAINST ALL DEFENDANTS)

47. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 46 as though fully set forth herein.

48. Defendants have engaged and continues to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (a) failing to provide off-duty 30-minute meal breaks to employees who worked 5 hours or longer in one shift in violation of Labor Code sections 226.7 and 512;

1 and (b) failing to provide off-duty 10-minute rest breaks to employees who worked 3.5 hours or
2 more in one shift in violation of Labor Code section 226.7.

3 49. Defendants' utilization of such unfair and unlawful business practices constitutes
4 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

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

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

15 **FIFTH CAUSE OF ACTION**

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

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

19 52. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 51, as
20 though fully set forth herein.

21 53. Defendants failed in their affirmative obligations under the California Labor
22 Code, as more fully set forth above, and incorporated herein by reference.

23 54. Pursuant to Labor Code sections 226.7 and 512, Defendants were required to
24 provide Plaintiff and the Aggrieved Employees with 30-minute uninterrupted meal periods
25 whenever Plaintiff and the Aggrieved Employees worked shifts in excess of 5 hours. Defendants
26 were required to pay meal period premiums where Plaintiff and the Aggrieved Employees were
27 not permitted to take 30-minute uninterrupted meal periods. Defendants failed to comply with
28 these obligations, as more fully set forth above.

1 herein;

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

3 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
4 California Labor Code sections 226.7 and 512, and for costs and attorneys' fees;

5 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
6 California Labor Code section 226.7, and for costs and attorneys' fees;

7 6. Upon the Third Cause of Action, for penalties pursuant to California Labor Code
8 section 226(a), and for costs and attorneys' fees;

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

13 8. Upon the Fifth Cause of Action, for civil penalties according to proof pursuant to
14 Labor Code § 2698, *et seq.*, and for costs and attorneys' fees;

15 9. On all causes of action for attorneys' fees and costs as provided by California
16 Labor Code section 218.5 and 226 and Code of Civil Procedure section 1021.5; and

17 10. For such other and further relief as the Court may deem just and proper.

18
19 DATED: May 8, 2020

DIVERSITY LAW GROUP, P.C.
FITZPATRICK & SWANSTON

20
21 By: 

22 Larry W. Lee
23 B. James Fitzpatrick
24 Attorneys for Plaintiff,
25 SANDRA LOPEZ on behalf of herself and
26 all other similarly situated employees
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28