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

ARTURO MEJIA AGUAYO, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

HSS INC., a Colorado corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 20CV001107

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

- (1) **VIOLATION OF LABOR CODE § 226.7;**
- (2) **VIOLATION OF LABOR CODE §§ 226.7 and 512;**
- (3) **VIOLATION OF LABOR CODE § 226(a);**
- (4) **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*; AND**
- (5) **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

DEMAND OVER \$25,000

1 Plaintiff Arturo Mejia Aguayo (“Plaintiff”), hereby submits this Class and Representative
2 PAGA Action Complaint (“Complaint”) against Defendant HSS Inc. (“HSS” or “Defendant”),
3 and Does 1-50 (collectively, “Defendants”), on behalf of himself and all other similarly situated
4 current and former employees of Defendants for damages and/or penalties for failure to provide
5 off-duty meal and rest periods, failure to pay all wages owed upon separation of employment,
6 failure to provide accurate itemized wage statements, and for unfair business practices, in
7 violation of the California Labor Code and the California Business & Professions Code, as
8 follows:

9 **INTRODUCTION**

10 1. This class and representative PAGA action is within the Court’s jurisdiction under
11 California Labor Code §§ 201-203, 226, 226.7, 512, and 2698, *et seq.*, the applicable Wage
12 Orders of the California Industrial Welfare Commission (“IWC”), and the California Unfair
13 Competition Law (the “UCL”), Business and Professions Code § 17200, *et seq.*

14 2. This Complaint challenges systemic illegal employment practices resulting in
15 violations of the California Labor Code and the UCL against individuals who worked for
16 Defendants.

17 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
18 jointly and severally, have acted intentionally and with deliberate indifference and conscious
19 disregard to the rights of all employees by failing to provide off-duty meal and rest periods,
20 failing to pay all wages owed upon separation of employment, and failing to provide accurate
21 itemized wage statements to Plaintiff and other employees that comply with the California Labor
22 Code.

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

27 5. The policies, practices and customs of defendants described above and below
28 have resulted in unjust enrichment of Defendants and an unfair business advantage over

businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-203, 226, 226.7, 512, and 2698, *et seq.*, and the UCL.

7. Venue is proper in Monterey County because Defendants do business in Monterey County, and Plaintiff worked for Defendants in Monterey County.

PARTIES

8. Plaintiff was employed by Defendants as an hourly, non-exempt employee from in or about 2016 until on or about January 28, 2020. Throughout his employment with Defendants, Plaintiff worked as a security officer/security guard.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code §§ 201-203, 226, 226.7, 512, and 2698, *et seq.*, and the UCL.

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant was and is a Colorado corporation doing business in the State of California, and in the County of Monterey. Plaintiff is informed and believes, and based thereon alleges, that Defendant provides security officer services across the United States and in the State of California, including healthcare security services, aviation security services, and government facility security services.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7, 512, and 2698, *et seq.*, and the UCL.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes and

1 based thereon alleges that each of said fictitious defendants were responsible in some way for the
2 matters alleged herein and proximately caused Plaintiff and members of the general public and
3 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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

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

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

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

26 CLASS ACTION ALLEGATIONS

27 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
28 California Code of Civil Procedure § 382. Plaintiff proposes the following Class: All current

1 and former non-exempt security officers/guards of Defendants in the State of California at any
2 time during the period of March 18, 2016, through the present (the “Class”). The Class also
3 consists of the following Subclasses:

4 a. All current and former non-exempt security officers/guards of Defendants in the
5 State of California at any time during the period of March 18, 2016, through the present, who
6 worked more than five (5) hours in any shift (“Meal Period Subclass”); and

7 b. All current and former non-exempt security officers/guards of Defendants who
8 worked in the State of California at any time during the period of March 18, 2016, through the
9 present, who worked three and one-half (3.5) hours or more in any shift (“Rest Period
10 Subclass”).

11 18. Plaintiff reserves the right to further amend such the definitions of the Class and
12 Subclasses based upon further discovery.

13 19. **Numerosity and Ascertainability:** The members of the Class are so numerous
14 that joinder of all members would be impractical, if not impossible. The identity of the members
15 of the Class is readily ascertainable by review of Defendants’ records, including payroll records.
16 Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to
17 authorize and permit duty-free rest periods, or provide rest period premium compensation in lieu
18 thereof, in violation of Labor Code § 226.7; (b) failed to provide duty-free meal periods, or
19 provide meal period premium compensation in lieu thereof, in violation of Labor Code §§ 226.7
20 and 512; (c) failed to provide accurate, itemized wage statements, in violation of Labor Code §
21 226(a); and (d) engaged in unfair business practices in violation of the California Labor Code,
22 the applicable IWC Wage Orders, and the UCL.

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

1 21. Defendants uniformly administered a corporate policy, practice of: (a) failing to
2 authorize and permit duty-free rest periods, or provide rest period premium compensation in lieu
3 thereof, in violation of Labor Code § 226.7; (b) failing to provide duty-free meal periods, or
4 provide meal period premium compensation in lieu thereof, in violation of Labor Code §§ 226.7
5 and 512; (c) failing to provide accurate, itemized wage statements, in violation of Labor Code §
6 226(a); and (d) engaging in unfair business practices in violation of the California Labor Code,
7 the applicable IWC Wage Orders, and the UCL

8 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
9 a consistent and uniform policy, practice and procedure of willfully failing to comply with Labor
10 Code §§ 201-203. Plaintiff and other members of the Class did not secret or absent themselves
11 from Defendants, not refuse to accept the earned and unpaid wages, including the premium pay
12 for missed meal and rest periods, from Defendants. Accordingly, Defendants are liable for
13 waiting time compensation for the unpaid wages to separated employees pursuant to California
14 Labor Code § 203.

15 23. **Common Question of Law and Fact:** There are predominant common questions
16 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
17 concerning Defendant's policy and practice of: (a) failing to authorize and permit duty-free rest
18 periods, or provide rest period premium compensation in lieu thereof, in violation of Labor Code
19 § 226.7; (b) failing to provide duty-free meal periods, or provide meal period premium
20 compensation in lieu thereof, in violation of Labor Code §§ 226.7 and 512; (c) failing to provide
21 accurate itemized wage statements, in violation of Labor Code § 226(a); and (d) engaged in
22 unfair business practices in violation of the California Labor Code, the applicable IWC Wage
23 Orders, and the UCL.

24 24. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
25 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
26 as the Class Members. In this regard, Plaintiff was not provided with off-duty meal and rest
27 periods required by California law. On numerous occasions, Plaintiff worked shifts that lasted
28 over 5 hours for Defendants, but was not provided with off-duty 30-minute meal periods. Nor

1 was Plaintiff provided with duty-free 10-minute rest periods for every 3.5 hours worked. Rather,
2 as with other non-exempt security officers/guards of Defendants, Plaintiff was required to remain
3 on work premises, keep his employer-issued radio on during meal and rest breaks, and respond
4 to any radio calls, subject to an immediate return to work. Although Defendants should have
5 paid meal and rest period premium pay for the missed meal and rest periods, Plaintiff did not
6 receive said premium pay, and thus did not receive all of his earned wages upon termination of
7 employment. Moreover, as a result of the violations above, Plaintiff was not provided with
8 accurate itemized wage statements that correctly identified the hours worked, gross and net
9 wages earned, total hours worked, as well as for premium pay for missed meal and rest breaks.
10 As such, Plaintiff is a member of the Class and has suffered the alleged violations of California
11 Labor Code §§ 201-203, 226(a), 226.7, 512, and the applicable IWC Wage Orders.

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

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

28 27. The prosecution of separate actions by the individual Class members, even if

possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class members against the Defendants and which would establish potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to individual Class members which would, as a practical matter, be dispositive of the interest of the other Class members not parties to the adjudications or which would substantially impair or impede the ability of the Class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

28. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for applicable damages and/or penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-203, 226, 226.7, 512, and Code of Civil Procedure § 1021.5.

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

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

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226.7

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

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

32. This cause of action is brought pursuant to Labor Code § 226.7, which requires an employer to provide a duty-free, 10-minute rest period for every 4 hours worked, or major fraction thereof.

1 33. Plaintiff and other Class members regularly worked shifts of three and one-half
2 (3.5) hours or more per day, and accordingly had a right to take a 10-minute rest period each day.
3 Furthermore, Plaintiff and other Class members who worked shifts of seven and one-half (7.5)
4 hours or more per day had a right to take a second 10-minute rest period.

5 34. At all relevant times, Defendants failed in their affirmative obligation to provide
6 Plaintiff and other Class members with the opportunity to take rest periods in accordance with
7 the mandate of the California Labor Code and the applicable IWC Wage Order. As a pattern and
8 practice, Defendants suffered and permitted Plaintiff and Class members to work in through
9 legally required rest breaks and denied Plaintiff and Class members the opportunity to take off-
10 duty rest breaks. Specifically, during their employment with Defendants, Plaintiff and Class
11 members were required to remain on work premises, keep employer-issued radios on during their
12 rest breaks, as well as respond to any radio calls received during their rest breaks. Plaintiff and
13 Class members were subject to being called back to work during their rest breaks. As a result,
14 Plaintiff and Class members remained on-duty during these purported rest breaks and Defendants
15 are responsible for paying premium compensation for missed rest breaks pursuant to Labor Code
16 § 226.7.

17 35. As a pattern and practice, Defendants regularly required employees to work
18 through their rest periods without proper compensation and denied Plaintiff and Class members
19 the right to take proper rest periods as required by law.

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

25 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
26 willful failure to provide all rest period premium wages due and owing to Plaintiff and Class
27 members upon separation of employment results in a continued payment of wages up to thirty
28 (30) days from the time the wages were due. Therefore, Plaintiff and Class members who have

separated from employment are entitled to compensation pursuant to Labor Code § 203.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 226.7 AND 512

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

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

39. This cause of action is brought pursuant to Labor Code §§ 226.7 and 512, which requires an employer to provide a duty-free, 30-minute meal period within the first five (5) hours for shifts in excess of five (5) hours per day. An employer has the obligation to provide a second duty-free, 30-minute meal period for shifts in excess of ten (10) hours per day.

40. Plaintiff and Class members regularly worked in excess of five (5) hours per day and accordingly had a right to take a 30-minute meal period each day worked in excess of five (5) hours. Furthermore, Plaintiff and Class members who worked in excess of ten (10) hours per day had a right to take a second 30-minute meal period each day worked in excess of ten (10) hours.

41. At all relevant times, Defendants failed in their affirmative obligation to ensure that Plaintiff and Class members had the opportunity to take and were provided with off-duty meal periods in accordance with the mandate of the California Labor Code and the applicable IWC Wage Order. At all relevant times, Plaintiff and Class members were suffered and permitted to work through legally required meal breaks and were denied the opportunity to take their off-duty meal breaks. This included, without limitation, Defendants requiring Plaintiff and Class members to remain on work premises during meal periods, to keep their employer-issued radios on during such meal breaks, to respond to calls during these breaks, and to return to work if requested during these breaks. As such, Plaintiff and Class members were denied legally compliant off-duty meal periods, and thus Defendants are responsible for paying premium compensation pursuant to Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each 30-minute duty-free meal period Plaintiff and Class members missed.

1 42. As a pattern and practice, Defendants regularly required employees to work
2 through their meal periods without proper compensation and denied Plaintiff and Class members
3 the right to take proper meal periods as required by law.

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

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

14 **THIRD CAUSE OF ACTION**

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

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

17 45. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 44 as
18 though fully set forth herein.

19 46. Defendants failed in their affirmative obligation to provide accurate itemized
20 wage statements in violation of Labor Code § 226(a). Defendants, as a matter of policy and
21 practice, did not provide accurate itemized wage statements to Plaintiff and Class members, in
22 violation of Labor Code § 226(a).

23 47. Here, Plaintiff and Class members were paid hourly. As such, the wage
24 statements should have correctly reflected the information required by Labor Code § 226(a). As
25 a result of the meal and rest period violations above, the wage statements issued to Plaintiff and
26 the Class failed to identify such information, including the number of hours worked, gross wages
27 earned, net wages earned, total hours worked, as well as wages for premium pay for missed meal
28 and rest periods and/or improper on-duty meal periods.

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

6 **FOURTH CAUSE OF ACTION**

7 **VIOLATION OF THE UCL, BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

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

9 49. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 48 as
10 though fully set forth herein.

11 50. Defendants, and each of them, have engaged and continue to engage in unfair and
12 unlawful business practices in California by practicing, employing and utilizing the employment
13 practices outlined above, including: (a) failing to provide off-duty, 30-minute meal breaks to
14 employees who worked shifts in excess of 5 hours, in violation of Labor Code §§ 226.7 and 512;
15 and (b) failing to provide off-duty, 10-minute rest breaks to employees for every 4 hours worked,
16 or major fraction thereof, in violation of Labor Code § 226.7.

17 51. Defendants' utilization of such unfair and unlawful business practices constitutes
18 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

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

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

1 **FIFTH CAUSE OF ACTION**

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

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

4 54. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 53 as
5 though fully set for herein.

6 55. Plaintiff brings this cause of action as a proxy for the State of California and in
7 this capacity, seeks penalties on behalf of all Aggrieved Employees from February 18, 2019,
8 through the present, for Defendants' violations of Labor Code §§ 201-203, 226(a), 226.7, and
9 512, arising from Defendants' following misconduct alleged above: (a) failure to provide duty-
10 free rest periods in violation of Labor Code § 226.7; (b) failure to provide duty-free meal periods
11 in violation of Labor Code §§ 226.7 and 512; (c) failure to pay all wages owed upon separation
12 of employment in violation of Labor Code §§ 201-203; and (d) failure to provide accurate
13 itemized wage statements in violation of Labor Code § 226(a).

14 56. On or about February 18, 2020, Plaintiff sent written notice to the California
15 Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code
16 §§ 201-203, 226(a), 226.7, and 512, pursuant to Labor Code § 2698, *et seq.*, the Private
17 Attorneys General Act ("PAGA"). To date, the LWDA has not responded to Plaintiff's written
18 notice. In addition to the LWDA, Plaintiff also sent his PAGA notice to Defendant via certified
19 mail according to Labor Code § 2699.3.

20 57. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
21 applicable civil penalties for Defendants' violations of Labor Code §§ 201-203, 226(a), 226.7,
22 and 512, for the time period described above, on behalf of himself and other Aggrieved
23 Employees.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
26 this suit is brought against Defendants, jointly and severally, as follows:

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

herein;

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

4. Upon the First Cause of Action, for damages and/or penalties pursuant to Labor Code §§ 201-203 and 226.7, and for costs and attorneys' fees;

5. Upon the Second Cause of Action, for damages and/or penalties pursuant to Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys' fees;

6. Upon the Third Cause of Action, for penalties pursuant to statute as set forth in Labor Code § 226, and for costs and attorneys' fees;

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

8. Upon the Fifth Cause of Action, for the full amount of civil penalties according to proof pursuant to Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

9. On all causes of action, for attorneys' fees and costs; and

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

DATED: March 18, 2020

DIVERSITY LAW GROUP, P.C.

By: _____



Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff, the Class, and Aggrieved Employees