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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

DOMENIC CIARLANTI, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

PROVIDENT CREDIT UNION, a
California nonprofit corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 20-CIV-03398

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) VIOLATION OF LABOR CODE §§ 510,
558, AND 1194;
- (2) VIOLATION OF LABOR CODE §§ 201-
203;
- (3) VIOLATION OF LABOR CODE §
226(a);
- (4) VIOLATION OF BUS. & PROF. CODE §
17200, *ET SEQ.*; AND
- (5) VIOLATION OF LABOR CODE §§ 2698,
ET SEQ.

DEMAND OVER \$25,000

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 8/11/2020
By /s/ Una Finau
Deputy Clerk

1 Plaintiff Domenic Ciarlanti (“Plaintiff”) hereby submits this Class and Representative
2 Action Complaint (“Complaint”) against Defendant Provident Credit Union (“Defendant”), and
3 Does 1-50 (collectively, “Defendants”), as an individual and on behalf of all other similarly
4 situated current and former employees of Defendants for penalties and/or damages under the
5 California Labor Code and the California Business & Professions Code, for failure to pay all
6 overtime wages owed, failure to pay sick pay at the correct regular rate of pay, and failure to
7 provide accurate itemized wage statements, as follows

8 **INTRODUCTION**

9 1. This Complaint is within the Court’s jurisdiction under California Labor Code
10 §§ 201-203, 226(a), 246, 510, 558, 1194, and 2698, *et seq.*, the California Industrial Welfare
11 Commission’s (“IWC”) Wage Orders, and the California Unfair Competition Law (the “UCL”),
12 California Business & Professions Code § 17200, *et seq.*

13 2. This Complaint challenges systemic illegal employment practices resulting in
14 violations of the California Labor Code and the California Business & Professions Code against
15 employees of Defendants.

16 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 jointly and severally have acted intentionally and with deliberate indifference and conscious
18 disregard to the rights of all employees by failing to pay all overtime wages owed, failing to
19 correctly pay sick pay, and failing to keep accurate records as to Plaintiff and other employees.

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

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

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7. Venue is proper in San Mateo County because Defendant operates several business locations in this County, and Plaintiff worked for Defendant in this County.

8. Plaintiff is a former employee of Defendant. From on or about April 8, 2018 to on or about May 7, 2020, Plaintiff worked for Defendant as a service representative. Throughout his employment with Defendant, Plaintiff was a non-exempt employee, and was paid hourly.

10. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code §§ 201-203, 226(a), 246, 510, 558, 1194, and 2698, *et seq.*, the UCL and the applicable IWC Wage Orders.

12. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

14. Plaintiff does not know the true names or capacities, whether individual, partner

1 or corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
2 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
3 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
4 based thereon alleges that each of said fictitious Defendants were responsible in some way for
5 the matters alleged herein and proximately caused Plaintiff and members of the general public
6 and class to be subject to the illegal employment practices, wrongs and injuries complained of
7 herein.

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

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

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

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

the damages as herein alleged.

CLASS ACTION ALLEGATIONS

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

a. All current and former non-exempt employees of Defendant in the State of California who were paid different base hourly rates of pay, including without limitation “Weekend Work” wages, and overtime wages in the same workweek, at any time during April 6, 2016, to the present (the “Overtime Regular Rate Class”); and

b. All non-exempt employees of Defendant in the State of California who were paid were paid different base hourly rates of pay, including without limitation “Weekend Work” wages, and sick pay in the same workweek, and whose employment ended (either voluntarily or involuntarily) at any time from April 6, 2017, through the present (the “Sick Pay Class”).

20. Plaintiff reserves the right to propose additional classes and/or subclasses, and or/ amend the above class definitions upon further discovery and investigation.

21. **Numerosity and Ascertainability:** The members of the Classes are so numerous that joinder of all members would be impractical, if not impossible. The identity of the class members is readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff alleges that Defendants: (a) failed to pay employees overtime wages at the correct regular rate of pay, in violation of Labor Code §§ 510, 558, and 1194; (b) failed to pay sick pay at the correct regular rate of pay, in violation of Labor Code §§ 201-203 and 246; (c) failed to provide accurate itemized wage statements, in violation of Labor Code § 226(a); and (d) engaged in unfair business practices in violation of the California Labor Code, the UCL, and the applicable IWC Wage Orders.

22. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Classes defined above. Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the Classes and individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class

actions in the past and currently have a number of wage-and-hour class actions pending in California state and federal courts.

23. Defendants uniformly administered a corporate policy and practice of: (a) failing to pay employees overtime wages at the correct regular rate of pay, in violation of Labor Code §§ 510, 558 and 1194; (b) failing to pay sick pay at the correct regular rate of pay, in violation of Labor Code §§ 201-203 and 246; (c) failing to provide accurate itemized wage statements, in violation of Labor Code § 226(a); and (d) engaging in unfair business practices in violation of the California Labor Code, the UCL, and the applicable IWC Wage Orders.

24. Plaintiff is informed and believes, and based thereon alleges, that this corporate conduct is accomplished with the advance knowledge and designed intent to willfully and intentionally fail to accurately record proper hourly rates of pay, gross wages earned, and net wages earned.

25. Plaintiff is informed and believes, and based thereon alleges, that Defendants had a consistent and uniform policy, practice, and procedure of willfully failing to comply with Labor Code §§ 201-203, 226(a), 246, 510, 558, and 1194, the UCL, and the applicable IWC Wage Orders.

26. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Classes concerning Defendants' policy and practice of: (a) failing to pay employees overtime wages at the correct regular rate of pay, in violation of Labor Code §§ 510, 558 and 1194; (b) failing to pay sick pay at the correct regular rate of pay, in violation of Labor Code §§ 201-203 and 246; (c) failing to provide accurate itemized wage statements, in violation of Labor Code § 226(a); and (d) engaging in unfair business practices in violation of the California Labor Code, the UCL, and the applicable IWC Wage Orders.

27. **Typicality:** The claims of Plaintiff are typical of the claims of all class members in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner as class members. As with all other non-exempt employees of Defendants, Plaintiff was paid different hourly rates of pay, including "Weekend Work" wages, during the same workweek.

1 During workweeks when Plaintiff worked in excess of eight hours in a workday and/or forty
2 hours in a workweek and was paid various different hourly rates in that same workweek,
3 Defendants failed to correctly calculate Plaintiff's regular rate of pay for the purposes of paying
4 overtime. In this regard, the regular rate of pay that Defendants used to pay overtime to Plaintiff
5 and other employees was not calculated based on a combination of all hourly rates paid in the
6 workweek. Rather, Defendant calculated the regular rate of pay for overtime pay based only on
7 the lowest hourly rate of pay. Thus, Plaintiff is owed additional overtime pay based on the
8 correct, higher regular rate of pay that accounted for all different hourly rates paid within the
9 workweek. Additionally, as with other Sick Pay Class Members, Plaintiff was underpaid sick
10 pay. Specifically, whenever sick pay was paid to Plaintiff, it was paid based on Plaintiff's lowest
11 hourly rate of pay rather than the correct, higher regular rate of pay that included all different
12 hourly rates paid within the workweek. To date, Plaintiff has yet to receive the underpaid wages
13 and overtime wages owed to him. Thus, Defendant is liable for waiting time penalties under
14 Labor Code § 203. Moreover, due to Defendants' miscalculation of the regular rate of pay for
15 purposes of paying overtime and sick pay referenced above, the wage statements provided to
16 Plaintiff did not reflect the accurate overtime rates of pay, gross wages earned, and net wages
17 earned, in violation of Labor Code § 226(a)(1), (a)(5), and (a)(9). As such, Plaintiff is a member
18 of the Classes and has suffered the alleged violations of California Labor Code §§ 201-203,
19 226(a), 246, 510, 558, and 1194.

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

26 29. The nature of this action and the format of laws available to Plaintiff and
27 members of the Classes identified herein make the class action format a particularly efficient and
28 appropriate procedure to redress the wrongs alleged herein. If each employee were required to

1 file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable
2 advantage since it would be able to exploit and overwhelm the limited resources of each
3 individual Plaintiff with Defendant's vastly superior financial and legal resources. Requiring
4 each class member to pursue an individual remedy would also discourage the assertion of lawful
5 claims by employees who would be disinclined to file an action against their former and/or
6 current employer for real and justifiable fear of retaliation and permanent damage to their careers
7 at subsequent employment.

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

17 31. Such a pattern, practice and uniform administration of corporate policy regarding
18 illegal employee compensation described herein is unlawful and creates an entitlement to
19 recovery by the Plaintiff and the Classes identified herein, in a civil action, for all applicable
20 penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate
21 of California Labor Code §§ 201-203, 218.5, 226, 510, 558, and 1194, and Code of Civil
22 Procedure § 1021.5.

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

26 33. The Overtime Regular Rate Class is commonly entitled to a specific fund with
27 respect to the compensation illegally and unfairly retained by Defendants. The Overtime
28 Regular Rate Class is commonly entitled to restitution of those funds being improperly withheld

1 by Defendants. This action is brought for the benefit of the entire class and will result in the
2 creation of a common fund.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

5 **(BY PLAINTIFF AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL**
6 **DEFENDANTS)**

7 34. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 33 as
8 though fully set forth herein.

9 35. This cause of action is brought pursuant to Labor Code § 510, which requires an
10 employer to pay employees overtime at a rate of one and one-half the employee's regular rate
11 of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

12 36. As a pattern and practice, Defendants suffered and permitted employees to work
13 in excess of eight hours in a workday and/or over 40 hours in a workweek without proper
14 overtime pay. During workweeks where Plaintiff and Class Members worked overtime and
15 was paid different hourly rates of pay, including without limitation, "Weekend Work" wages,
16 in the same workweek, Defendants failed to properly calculate the regular rate of pay for
17 purposes of paying overtime. In particular, Defendants failed to factor all different hourly rates
18 of pay into the calculation of the regular rate of pay for purposes of paying overtime wages.
19 Rather, overtime wages were paid to Plaintiff and Class Members based only on the lowest
20 hourly rate of pay. As a result of such policy and practice, Defendants underpaid overtime
21 wages to Plaintiff and Class Members and thus owe additional overtime wages.

22 37. Such a pattern, practice, and uniform administration of corporate policy
23 regarding illegal employee compensation as described herein is unlawful and creates an
24 entitlement to recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the
25 full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs
26 of suit according to the mandate of California Labor Code §§ 218.5, 510, 558, and 1194.

27 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
28 willful failure to provide all overtime wages due and owing to Plaintiff and Class Members

1 upon separation from employment results in a continued payment of wages up to thirty (30)
2 days from the time the wages were due. Therefore, Plaintiff and other members of the Class
3 who have separated from employment from Defendants are entitled to compensation pursuant
4 to Labor Code § 203.

5 **SECOND CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE §§ 201-203**

7 **(BY PLAINTIFF AND THE SICK PAY CLASS AGAINST ALL DEFENDANTS)**

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

10 40. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees be
11 “calculated in the same manner as the regular rate of pay for the workweek in which the
12 employee uses paid sick time, whether or not the employee actually works overtime in that
13 workweek.”

14 41. Labor Code § 246(l)(2) further provides that paid sick time for non-exempt
15 employees be “calculated by dividing the employee’s total wages, not including overtime
16 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days
17 of employment.”

18 42. Defendants violated Labor Code § 246 by failing to pay sick pay at the regular
19 rate of pay. Plaintiff and Class Members were routinely paid different hourly rates of pay during
20 the workweek, including without limitation, “Weekend Work” wages, thereby increasing their
21 regular rates of pay to amounts that were higher than their base rates of pay. However, whenever
22 sick pay was paid to Plaintiff and Class Members, it was paid at their lowest rates of pay rather
23 than the correct, higher regular rates of pay that factored in all different hourly rates of pay.

24 43. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Class
25 Members their correct wages and accordingly owe waiting time penalties pursuant to Labor
26 Code § 203. Further, Plaintiff is informed and believes and based thereon alleges that such
27 failure to pay sick pay at the correct regular rate was willful, such that Plaintiff and Class
28 Members whose employment has separated are entitled to waiting time penalties pursuant to

1 Labor Code §§ 201-203.

2 44. Such a pattern, practice and uniform administration of corporate policy regarding
3 illegal employee compensation as described herein is unlawful and creates an entitlement to
4 recovery by the Plaintiff and Class Members identified herein, in a civil action, for the unpaid
5 balance of the full amount of damages and penalties, attorneys' fees, and costs of suit according
6 to the mandate of California Labor Code §§ 201-203, 218.5, and 1194.

7 **THIRD CAUSE OF ACTION**

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

9 **(BY PLAINTIFF, THE OVERTIME REGULAR RATE CLASS, AND THE SICK PAY**
10 **CLASS AGAINST ALL DEFENDANTS)**

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

13 46. Labor Code § 226(a) requires employers to provide itemized wage statements to
14 its employees that identify accurate information, including without limitation, all applicable
15 hourly rates of pay, gross wages earned, and net wages earned. Defendants, as a matter of
16 policy and practice, failed in its affirmative obligation to provide accurate itemized wage
17 statements to Plaintiff, Overtime Regular Rate Class Members, and Sick Pay Class Members,
18 in violation of Labor Code § 226(a).

19 47. As a result of Defendants' violations of Labor Code §§ 510, 558, and 1194 as
20 identified above, the wage statements issued to Plaintiff and Overtime Regular Rate Class
21 Members intentionally did not accurately identify the correct applicable hourly rates for
22 overtime wages, gross wages earned, and net wages earned, in violation of Labor Code §
23 226(a)(1), (a)(5), and (a)(9).

24 48. Moreover, as a result of Defendants' violations of Labor Code §§ 201-203 and
25 246 as identified above, the wage statements issued to Plaintiff and Sick Pay Class Members
26 intentionally did not accurately identify the correct gross and net wages earned, in violation of
27 Labor Code § 226(a)(1) and (a)(5).

28 49. The issuance of inaccurate wage statements caused "injury" under Labor Code §

226(e) to Plaintiff and Class Members as they cannot accurately verify and/or calculate their wages. Without identifying the hourly rates of pay, and gross and net wages earned on the wage statements, Plaintiff and Class Members cannot determine whether they were accurately paid wages each particular pay period based on information provided in the four corners of the wage statements alone.

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

FOURTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.* (BY PLAINTIFF AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL DEFENDANTS)

51. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 50 as though fully set forth herein.

52. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, including by failing to pay employees overtime wages at the correct regular rate of pay in violation of Labor Code §§ 510, 558, and 1194.

53. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

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

55. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business

1 practices, as proscribed by California Business & Professions Code § 17200, *et seq.*, including
2 those set forth herein above thereby depriving Plaintiff and other members of the Class the
3 minimum working condition standards and conditions due to them under the California laws as
4 specifically described therein.

5 **FIFTH CAUSE OF ACTION**

6 **VIOLATION OF THE PAGA, LABOR CODE § 2698, *ET SEQ.***
7 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL**
8 **DEFENDANTS)**

9 56. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 55 as
10 though fully set forth herein.

11 57. Plaintiff brings this cause of action as a proxy for the State of California and in
12 this capacity, seeks penalties on behalf of all Aggrieved Employees from April 6, 2019, through
13 the present, for Defendants' violations of Labor Code §§ 201-203, 226(a), 246, 510, 558, and
14 1194, arising from Defendants' following misconduct as alleged above: (a) failure to pay
15 Plaintiff and Aggrieved Employees overtime wages at the correct regular rate of pay that
16 included all different hourly rates paid in the same workweek, in violation of Labor Code §§
17 201-203, 510, 558, and 1194; (b) failure to pay Plaintiff and Aggrieved Employees sick pay at
18 the correct regular rate of pay, in violation of §§ 201-203 and 246; and (c) failure to provide
19 accurate itemized wage statements to Plaintiff and Aggrieved Employees in violation of Labor
20 Code § 226(a).

21 58. Based on the above-stated Labor Code violations, Plaintiff is an "aggrieved
22 employee" as defined in Labor Code § 2699(a). As such, Plaintiff brings this cause of action on
23 behalf of the State of California for violations committed against all similarly situated Aggrieved
24 Employees of Defendants.

25 59. On or about June 17, 2020, Plaintiff sent written notice to the California Labor &
26 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-
27 203, 226(a), 246, 510, 558, and 1194, pursuant to Labor Code § 2698, *et seq.*, the Private
28 Attorneys General Act ("PAGA"). As of the date of the filing of this Complaint, the LWDA has

1 yet to provide notice to Plaintiff as to whether it intends to investigate the Labor Code violations
2 provided for in Plaintiff's written notice.

3 60. In addition to the LWDA, Plaintiff also sent his written notice to Defendant via
4 certified mail according to Labor Code § 2699.3.

5 61. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
6 applicable civil penalties for Defendants' violations of Labor Code §§ 201-203, 226(a), 246, 510,
7 558, and 1194, for the time period described above, on behalf of himself and other Aggrieved
8 Employees.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others
11 that this suit is brought against Defendants, jointly and severally, as follows:

- 12 1. For an order certifying the proposed Classes;
- 13 2. For an order appointing Plaintiff as the representative of the Classes as described
14 herein;
- 15 3. For an order appointing counsel for Plaintiff as Class Counsel;
- 16 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
17 California Labor Code §§ 201-203, 218.5, 510, 558 and 1194, and for costs and attorneys' fees;
- 18 5. Upon the Second Cause of Action, for unpaid wages and/or penalties pursuant to
19 Labor Code §§ 201-203, and for costs and attorneys' fees;
- 20 6. Upon the Third Cause of Action, for damages and/or penalties pursuant to statute
21 as set forth in California Labor Code § 226, and for costs and attorneys' fees;
- 22 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly
23 affected members of the general public of all funds unlawfully acquired by Defendants by means
24 of any acts or practices declared by this Court to be in violation of Business & Professions Code
25 § 17200, *et seq.*;
- 26 8. Upon the Fifth Cause of Action, for the full amount of civil penalties pursuant to
27 the Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;
- 28 9. On all causes of action, for attorneys' fees and costs as provided by California

1 Labor Code §§ 218.5, 226, 510, 558, 1194, and 2698, *et seq.*, and Code of Civil Procedure §
2 1021.5; and

3 10. For such other and further relief as the Court may deem just and proper.
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5 DATED: August 11, 2020

DIVERSITY LAW GROUP, P.C.

6 By: 
7

Larry W. Lee

Mai Tulyathan

8 Attorneys for Plaintiff, the Class, and Aggrieved
9 Employees
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