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Chad Finke, Executive Officer / Clerk of the Court

By: L. Wiley Deputy

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

CINTHIA MENDOZA and DELISHIA
HYDE, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

PRIME NOW LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: RG20068286

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

- (1) **VIOLATION OF LABOR CODE §§ 226.7
AND 512;**
- (2) **VIOLATION OF LABOR CODE §§ 201-
203;**
- (3) **VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.*;
AND**
- (4) **VIOLATION OF LABOR CODE § 2698,
*ET SEQ.***

DEMAND OVER \$25,000.00

Plaintiffs Clara Trotter, Eugenia Debose, Araya Turner, and Delishia Hyde (“Plaintiffs”), hereby submit this Class Action Complaint against Defendant Prime Now LLC (“Defendant”), and Does 1-50 (hereinafter collectively referred to as “Defendants”), as individuals and on behalf of the Class of all other similarly situated current and former employees of Defendants for penalties and/or damages for failure to properly calculate the regular rate of pay for purposes of paying meal period premiums and sick pay, and pay all wages owed upon separation of employment under California Labor Code statutes, and restitution for unfair business practices in

violation of Business and Professions Code § 17200, *et seq.*, as follows:

INTRODUCTION

1. This class action is within the Court’s jurisdiction under California Labor Code §§ 201-203, 226.7, 246, 512, and 2698 *et seq.*, the California Industrial Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair Competition Law (the “UCL”), codified at California Business and Professions Code § 17200, *et seq.*

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

3. Plaintiffs are informed and believe and based thereon allege that Defendants jointly and severally have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by failing to properly calculate the regular rate of pay for purposes of paying meal period premiums and sick pay, and pay all wages owed upon separation of employment to Plaintiffs and the Class.

4. Plaintiffs are informed and believe and based thereon allege that Defendants have engaged in, among other things a system of willful violations of the California Labor Code, Business and Professions Code and applicable IWC Wage Orders by creating and maintaining policies, practices, and customs that knowingly deny employees the above stated rights and benefits.

5. The policies, practices and customs of defendants described above and below 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 California Business and Professions Code.

JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-203, 226.7, 246, 512, and 2698 *et seq.*, and the UCL.

7. Venue is proper in Alameda County because Defendants maintain business locations in Alameda County, and at least some Plaintiffs performed work for Defendants in

Berkeley, California.

PARTIES

8. Plaintiff Clara Trotter (“Trotter”) was hired by Defendants as an Amazon Whole Foods Shopper. Ms. Trotter worked as a non-exempt employee. On or about July 2019, Ms. Trotter separated from employment with Defendants. Trotter asserts claims that rest on the same general set of facts, involve the same injury, and refer to the same instrumentality as the claims originally brought by Cinthia Mendoza in the Second (violation of Labor Code §§ 201-03) and Fifth Cause (violation of Labor Code § 2698, et seq.) of action of the Complaint.

9. Plaintiff Delishia Hyde (“Hyde”) was hired by Defendants as an Amazon Whole Foods Shopper in about August 2019. Ms. Hyde worked as a non-exempt employee. On or about February 21, 2020, Ms. Hyde separated from employment.

10. Plaintiff Eugenia Debose (“Debose”) was hired by Defendants as an Amazon Whole Foods Shopper. Ms. Debose worked as a non-exempt employee. On or about February 2021, Ms. Debose separated from employment with Defendants. Debose asserts claims that rest on the same general set of facts, involve the same injury, and refer to the same instrumentality as the claims originally brought by Cinthia Mendoza in the Second (violation of Labor Code §§ 201-03) and Fifth Cause (violation of Labor Code § 2698, et seq.) of action of the Complaint.

11. Plaintiff Araya Turner (“Turner”) was hired by Defendants as an Amazon Whole Foods Shopper. Ms. Turner worked as a non-exempt employee. On or about January 2021, Ms. Debose separated from employment with Defendants. Turner asserts claims that rest on the same general set of facts, involve the same injury, and refer to the same instrumentality as the claims originally brought by Cinthia Mendoza in the Second (violation of Labor Code §§ 201-03) and Fifth Cause (violation of Labor Code § 2698, et seq.) of action of the Complaint.

12. Plaintiffs were and are the victims of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived them of the rights guaranteed by California Labor Code §§ 201-203, 226.7, 246, 512, and 2698 *et seq.*, and the applicable IWC Wage Orders, and the UCL.

13. Plaintiffs are informed and believe and based thereon allege that Defendant Prime

1 Now LLC was and is a Delaware limited liability company doing business in the State of
2 California and County of Alameda as an online retailer and delivery service for groceries and
3 other goods.

4 14. Plaintiffs are informed and believe and based thereon allege that at all times
5 herein mentioned Defendant and Does 1 through 50 are and were business entities, individuals,
6 and partnerships, licensed to do business and actually doing business in the State of California.

7 15. As such, and based upon all the facts and circumstances incident to Defendants'
8 business in California, Defendants are subject to California Labor Code §§ 201-203, 226.7, 246,
9 512, and 2698 *et seq.*, the IWC Wage Orders, and the UCL.

10 16. Plaintiffs do not know the true names or capacities, whether individual, partner or
11 corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
12 said Defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this
13 complaint when the true names and capacities are known. Plaintiffs are informed and believe
14 and based thereon allege that each of said fictitious Defendants were responsible in some way for
15 the matters alleged herein and proximately caused Plaintiffs and members of the general public
16 and class to be subject to the illegal employment practices, wrongs and injuries complained of
17 herein.

18 17. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
20 Defendants, and each of them, were the agents, servants and employees of each of the other
21 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
22 acting within the course and scope of said agency and employment.

23 18. Plaintiffs are informed and believes and based thereon alleges that at all times
24 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
25 joint venturer of, or working in concert with each of the other co-defendants and was acting
26 within the course and scope of such agency, employment, joint venture, or concerted activity.
27 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
28 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting

Defendants.

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

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

21. **Definition:** The named individual Plaintiffs seek class certification, pursuant to California Code of Civil Procedure § 382, of the following classes (collectively, “Class”):

- a. All current and former non-exempt employees of Defendants in the State of California at any time during April 6, 2016, to the present, who were paid non-discretionary wages and “Ca Meal Prem” pay during the same workweek (“Meal Period Class”);
- b. All current and former non-exempt employees of Defendant in the State of California who were paid sick pay wages during their employment and whose employment ended at any time between April 6, 2017, through the present; (“Sick Pay Class”)
- c. All non-exempt employees of Defendant in the State of California who were paid sick pay wages and non-discretionary wages in the same workweek during their employment and whose employment ended at any time between April 6, 2017, through the present (“Sick Pay Subclass 1”); and
- d. All non-exempt employees of Defendant in the State of California who

1 were paid non-discretionary incentive wages, including, but not limited to,
2 shift differential wages, within 90 days prior to the payment of sick pay
3 wages during their employment and whose employment ended at any
4 time between April 6, 2017, through the present (“Sick Pay Subclass 2”)

5 **22. Numerosity and Ascertainability:** The members of the Class are so numerous
6 that joinder of all members would be impractical, if not impossible. The identity of the members
7 of the Class is readily ascertainable by review of Defendants’ records, including payroll records.
8 Plaintiffs allege that Defendants: (a) failed to pay employees meal period premiums at the
9 correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor
10 Code §§ 201-203, 226.7, and 512; (b) failed to pay employees sick pay at the correct regular rate
11 of pay that included all non-discretionary remuneration, in violation of Labor Code §§ 201-203
12 and 246; and (c) engaged in Unfair Business Practices in violation of the UCL, the California
13 Labor Code, and the applicable IWC Wage Orders.

14 **23. Adequacy of Representation:** The named Plaintiffs are fully prepared to take all
15 necessary steps to represent fairly and adequately the interests of the Class defined above.
16 Plaintiffs’ attorneys are ready, willing, and able to fully and adequately represent the Class and
17 individual Plaintiffs. Plaintiffs’ attorneys have prosecuted and settled wage-and-hour class
18 actions in the past and currently have a number of wage-and-hour class actions pending in
19 California courts.

20 **24.** Defendants uniformly administered a corporate policy, practice of: (a) failing to
21 pay employees meal period premiums at the correct regular rate of pay that included all non-
22 discretionary remuneration, in violation of Labor Code §§ 201-203, 226.7, and 512; (b) failing to
23 pay employees sick pay at the correct regular rate of pay that included all non-discretionary
24 remuneration, in violation of Labor Code §§ 201-203 and 246; and (c) engaging in Unfair
25 Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC
26 Wage Orders.

27 **25.** Plaintiffs are informed and believe, and based thereon allege, that Defendants had
28 a consistent and uniform policy, practice, and procedure of willfully failing to comply with

1 Labor Code §§ 201-203, 226.7, 246, and 512, the UCL, and applicable IWC Wage Orders.

2 26. **Common Question of Law and Fact:** There are predominant common questions
3 of law and fact and a community of interest amongst Plaintiffs and the claims of the Class
4 concerning Defendants: (a) failing to pay employees meal period premiums at the correct
5 regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code
6 §§ 201-203, 226.7, and 512; (b) failing to pay employees sick pay at the correct regular rate of
7 pay that included all non-discretionary remuneration, in violation of Labor Code §§ 201-203 and
8 246; and (c) engaging in Unfair Business Practices in violation of the UCL, the California Labor
9 Code, and the applicable IWC Wage Orders.

10 27. **Typicality:** The claims of Plaintiffs are typical of the claims of all members of
11 the Class in that Plaintiffs have suffered the harm alleged in this Complaint in a similar and
12 typical manner as the Class members. As with other California employees, Plaintiffs earned
13 non-discretionary remuneration, including without limitation, Surge Premiums. Plaintiffs also
14 regularly worked more than 5 hours in a shift but were not provided timely and off-duty meal
15 breaks of at least 30 minutes. In lieu of receiving these meal breaks, Defendants paid Plaintiffs
16 meal period premiums calculated at one hour of Plaintiffs' base rate of pay for each missed or
17 late meal break. The meal period premiums should have been calculated at Plaintiffs' regular
18 rate of pay, however, and should have incorporated non-discretionary remuneration earned into
19 the calculation of the regular rate. Thus, Plaintiffs are owed additional meal period premium pay
20 based on the correct, higher regular rate of pay. Similarly, when Trotter, Turner, Debose and the
21 Class received sick pay, it was disbursed at the base rate of pay, rather than the correct, higher
22 regular rate of pay. To date, Plaintiffs have yet to receive the underpaid meal period premium
23 wages and sick pay owed to them. Thus, Defendants are liable for waiting time penalties under
24 Labor Code § 203. As such, Plaintiffs are members of the Class and/or sub-classes and have
25 suffered the alleged violations of California Labor Code §§ 201-203, 226.7, 246, and 512, and
26 the applicable IWC Wage Orders.

27 28. The California Labor Code and upon which Plaintiffs base these claims is broadly
28 remedial in nature. These laws and labor standards serve an important public interest in

1 establishing minimum working conditions and standards in California. These laws and labor
2 standards protect the average working employee from exploitation by employers who may seek
3 to take advantage of superior economic and bargaining power in setting onerous terms and
4 conditions of employment.

5 29. The nature of this action and the format of laws available to Plaintiffs and
6 members of the Class identified herein make the class action format a particularly efficient and
7 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
8 file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable
9 advantage since it would be able to exploit and overwhelm the limited resources of each
10 individual Plaintiff with Defendants' vastly superior financial and legal resources. Requiring
11 each Class member to pursue an individual remedy would also discourage the assertion of lawful
12 claims by employees who would be disinclined to file an action against their former and/or
13 current employer for real and justifiable fear of retaliation and permanent damage to their careers
14 at subsequent employment.

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

24 31. Such a pattern, practice and uniform administration of corporate policy regarding
25 illegal employee compensation described herein is unlawful and creates an entitlement to
26 recovery by Plaintiffs and the Class identified herein, in a civil action, for unpaid wages,
27 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit
28 according to the mandate of California Labor Code §§ 201-203, 218.5, and 246, the applicable

1 IWC Wage Orders, and Code of Civil Procedure § 1021.5.

2 32. Proof of a common business practice or factual pattern, which the named
3 Plaintiffs experienced and are representatives of, will establish the right of each of the members
4 of the Class to recovery on the causes of action alleged herein.

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

9 **FIRST CAUSE OF ACTION**

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

11 **(BY HYDE, TURNER, AND THE MEAL PERIOD CLASS AGAINST ALL**
12 **DEFENDANTS)**

13 34. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
14 though fully set forth herein.

15 35. At all relevant times, Defendants failed in their affirmative obligation to ensure
16 that Hyde, Turner and Class members, had the opportunity to take and were provided with off-
17 duty meal periods in accordance with the mandates of the California Labor Code and the
18 applicable IWC Wage Order. At all relevant times, Hyde, Turner, and Class members were
19 suffered and permitted to work through legally required meal breaks and were denied the
20 opportunity to take their off-duty meal breaks. As such, Defendants are responsible for paying
21 premium compensation for missed meal periods pursuant to Labor Code § 226.7 and the
22 applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure, failed
23 to pay such premium compensation at the correct, regular rate of pay for each meal period
24 Plaintiffs and the Class members missed.

25 36. Specifically, Labor Code § 226.7(c) states that “the employer shall pay the
26 employee one additional hour of pay at the employee’s regular rate of compensation for each
27 workday that the meal or rest or recovery period is not provided.” Throughout their
28 employment, Plaintiffs and Class members earned non-discretionary remuneration, including

1 Surge Premiums. Such non-discretionary forms of remuneration, however, were not included in
2 the regular rate of pay for purposes of paying meal period premium pay. Instead, the meal
3 period premium was paid at the base rate of pay. As such, Hyde, Turner, and Class members are
4 owed additional meal period premium pay.

5 37. At all relevant times, Hyde, Turner, and Class members regularly worked in
6 excess of five (5) hours per day and accordingly had a right to take a 30-minute meal period each
7 day worked in excess of five (5) hours.

8 38. Such a pattern, practice, and uniform administration of corporate policy as
9 described herein is unlawful and creates an entitlement to recovery by Hyde, Turner, and the
10 Class members identified herein, in a civil action, for the unpaid balance of the unpaid premium
11 compensation pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order,
12 including interest thereon, penalties, and costs of suit.

13 39. Hyde, Turner, and Class Members are informed and believe, and based thereon
14 allege, that Defendants' willful failure to provide all meal period premium wages due and owing
15 to Hyde, Turner, and Class Members upon separation from employment results in a continued
16 payment of wages up to thirty (30) days from the time the wages were due. Therefore, Hyde,
17 Turner, and Class Members who have separated from employment are entitled to compensation
18 pursuant to Labor Code § 203.

19 **SECOND CAUSE OF ACTION**

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

21 **(BY DEBOSE, TURNER, TROTTER, AND THE SICK PAY CLASS, SICK PAY**
22 **SUBCLASS 1, AND SICK PAY SUBCLASS 2 AGAINST ALL DEFENDANTS)**

23 40. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
24 though fully set forth herein.

25 41. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
26 in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue
27 as a penalty from the due date, and at the same rate until paid, but the wages shall not continue
28 for more than thirty (30) days.

1 42. Labor Code § 201 provides if an employer discharges an employee, the wages
2 earned and unpaid at the time of discharge are due and payable immediately.

3 43. Labor Code § 202 provides that an employee is entitled to receive all unpaid
4 wages no later than 72 hours after an employee quits his or her employment, unless the employee
5 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the
6 employee is entitled to his or her wages at the time of quitting.

7 44. Labor Code § 246 provides that an employee is entitled to receive sick time pay.
8 The employer shall calculate paid sick leave by using one of two calculations: (1) “Paid sick
9 time for nonexempt employees shall be calculated in the same manner as the regular rate of pay
10 for the workweek in which the employee uses paid sick time, whether or not the employee
11 actually works overtime in that workweek;” or (2) “Paid sick time for nonexempt employees
12 shall be calculated by dividing the employee’s total wages, not including overtime premium pay,
13 by the employee’s total hours worked in the full pay periods of the prior 90 days of
14 employment.”

15 45. Whenever Defendants paid Debose, Turner, Trotter, and the Class members sick
16 time pursuant to California Labor Code § 246, Defendants did so at the incorrect rate of pay.
17 Defendants paid Mendoza and Class members at the base hourly rate of pay, as opposed to the
18 regular rate of pay, which would take into account all non-discretionary wages such as Surge
19 Premiums, or by dividing the employees’ total wages by the employees’ total hours worked in
20 the full pay periods of the prior 90 days of employment, as required by Labor Code § 246. This
21 resulted in the employees being underpaid for sick time, and resulted in violations of California
22 Labor Code §§ 201, 202, and 203, and other derivative Labor Code violations, because
23 Defendants did not pay, or timely pay, Debose, Turner, Trotter, and Class members all owing and
24 unpaid wages for work performed by them during their employment and at the end of their
25 employment.

26 46. Defendants willfully failed to pay Debose, Turner, Trotter, and Class members all
27 their wages due, as alleged hereinabove and hereinafter, upon the termination of their
28 employment within the times prescribed by Labor Code §§ 201 and 202 and are therefore subject

1 to a waiting time penalty. Debose, Turner, Trotter, and the Class members are entitled to recover
2 from Defendants the statutory penalty for each day they were not paid at their regular hourly rate
3 of pay, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

4 **THIRD CAUSE OF ACTION**

5 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

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

7 47. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
8 though fully set forth herein.

9 48. Defendants, and each of them, have engaged and continue to engage in unfair and
10 unlawful business practices in California by practicing, employing and utilizing the employment
11 practices outlined above, include, to wit, by failing to pay employees meal period premiums at
12 the correct regular rate of pay that included all non-discretionary remuneration, in violation of
13 Labor Code §§ 201-203, 226.7, and 512.

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

16 50. Plaintiffs seek, individually and on behalf of other members of the Class similarly
17 situated, full restitution of monies, as necessary and according to proof, to restore any and all
18 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
19 complained of herein.

20 51. Plaintiffs are informed and believe, and based thereon allege, that at all times
21 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
22 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
23 forth herein above thereby depriving Plaintiffs and other members of the Class the minimum
24 working condition standards and conditions due to them under the California laws and the
25 applicable IWC Wage Orders as specifically described therein.

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1 **FOURTH CAUSE OF ACTION**

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

3 **(BY PLAINTIFFS, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES,**
4 **AGAINST ALL DEFENDANTS)**

5 52. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
6 though fully set forth herein.

7 53. Plaintiff Hyde brings this cause of action as a proxy for the State of California and
8 in this capacity, seek penalties on behalf of all Aggrieved Employees from June 16, 2019,
9 through the present, for Defendants' violations of Labor Code §§ 201-203, 226.7, and 512,
10 arising from Defendants' failure to properly calculate the regular rate of pay for purposes of
11 paying meal period premiums, and pay all wages owed upon separation of employment.

12 54. On or about June 11, 2020, a prior plaintiff in this action, Cinthia Mendoza, sent
13 written notice to the California Labor & Workforce Development Agency ("LWDA") of
14 Defendants' violations of Labor Code §§ 201-203, 226.7, 246, and 512, pursuant to Labor Code
15 § 2698, *et seq.*, the Private Attorneys General Act ("PAGA"). Plaintiffs Turner, Trotter, and
16 Debose assert claims that rest on the same general set of facts, involve the same injury, and refer
17 to the same instrumentality as the claims originally brought by Cinthia Mendoza in PAGA claim
18 asserted in the Complaint, which was filed on or about July 21, 2020.

19 55. On or about June 16, 2020, Plaintiff Delishia Hyde sent written notice to the
20 LWDA of Defendants' violations of Labor Code §§ 201-203, 226.7, and 512.

21 56. On or about February 28, 2022, Turner, Trotter, and Debose sent written notice to
22 the LWDA of Defendants' violations of Labor Code §§ 201-203, and 246.

23 57. To date, the LWDA has not responded to Plaintiffs' written notice.

24 58. As such, pursuant to Labor Code § 2699(a), Plaintiffs seek recovery of any and all
25 applicable civil penalties for Defendants' violation of Labor Code §§ 201-203, 226.7, 246, and
26 512, for the time periods described above, on behalf of themselves and other Aggrieved
27 Employees.
28

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment as individuals and on behalf of all others that
3 this suit is brought against Defendants, jointly and severally, as follows:

- 4 1. For an order certifying the proposed Class;
- 5 2. For an order appointing Plaintiffs as the representatives of the Class as described
6 herein;
- 7 3. For an order appointing counsel for Plaintiffs as Class counsel;
- 8 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
9 California Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys' fees;
- 10 5. Upon the Second Cause of Action, for unpaid wages and/or penalties pursuant
11 to California Labor Code §§ 201-203, and for costs and attorneys' fees pursuant to Labor Code
12 § 218.5;
- 13 6. Upon the Third Cause of Action, for restitution to Plaintiffs and other similarly
14 affected members of the general public of all funds unlawfully acquired by Defendants by means
15 of any acts or practices declared by this Court to be in violation of Business and Professions
16 Code § 17200, *et seq.*, for the time periods described above;
- 17 7. Upon the Fourth Cause of Action, for civil penalties according to proof pursuant
18 to Labor Code § 2698, *et seq.*, and for costs and attorneys' fees;
- 19 8. On all causes of action, for attorneys' fees and costs as provided by California
20 Labor Code § 218.5 and 2699 and Code of Civil Procedure § 1021.5; and
- 21 9. For such other and further relief as the Court may deem just and proper.
22

23 DATED: March 29, 2022

DIVERSITY LAW GROUP, P.C.

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25 By: 

Larry W. Lee

Max W. Gavron

Attorneys for Plaintiff and the Class
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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

On April 5, 2022, I served the following document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

Michele L. Maryott
Megan Cooney
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 5, 2022, at Los Angeles, California.


Erika Mejia