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ORIGINAL FILED**
Superior Court of California
County of Los Angeles

JUN 08 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By: Isaac Lovo, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

MARIANITA YADAO, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

BELMONT VILLAGE, L.P., a Delaware
limited partnership; and DOES 1 through
50, inclusive,

Defendants.

Case No.:

20STCV22064

**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
§§ 201-203;
- (4) VIOLATION OF CAL. LABOR CODE §
226(a);
- (5) VIOLATION OF CAL. BUS. & PROF.
CODE § 17200, *ET SEQ.*;
- (6) VIOLATION OF CAL. LABOR CODE §
2698, *ET SEQ.*

DEMAND OVER \$25,000.00

Plaintiff Marianita Yadao ("Plaintiff") submits this Class Action Complaint
("Complaint") against Defendants Belmont Village, L.P. and DOES 1-50 (collectively referred
to as "Defendants"), on behalf of herself and a class of all other similarly situated current and
former employees of Defendants for premium pay for missed meal and rest periods, penalties
under the California Labor Code, and for restitution as follows:

1 **INTRODUCTION**

2 1. This class action is within the Court’s jurisdiction under California Labor Code
3 sections 201-203, 226(a), 226.7, 512, 2698, *et seq.*, the applicable Wage Orders of the California
4 Industrial Welfare Commission (“IWC”), and the California Unfair Competition Law (the
5 “UCL”), Business and Professions Code section 17200, *et seq.*

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

9 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
10 jointly and severally, have acted intentionally and with deliberate indifference and conscious
11 disregard to the rights of all employees in Defendants’ failure to pay premium pay for missed
12 meal and rest periods, timely pay wages upon separation of employment, and provide accurate
13 itemized wage statements.

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

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

21 **JURISDICTION AND VENUE**

22 6. The Court has jurisdiction over the violations of the California Labor Code
23 sections 201-203, 226(a), 226.7, 512, 2698, *et seq.*, and the UCL.

24 7. Venue is proper in Los Angeles County because Plaintiff worked at Defendants’
25 business located in Los Angeles, which is located in the County of Los Angeles.

26 **PARTIES**

27 8. Plaintiff began working for Defendants in or about November 2018, as a
28 caregiver at Defendants’ facility in Los Angeles. Plaintiff’s employment ended on or about June

1 19, 2019. At all times during her employment, Plaintiff worked as an hourly, non-exempt
2 employee.

3 9. Plaintiff was and is the victim of the policies, practices, and customs of
4 Defendants complained of in this action in ways that have deprived her of the rights guaranteed
5 by California Labor Code sections 201-203, 226(a), 226.7, 512, 2698, *et seq.*, and the UCL.

6 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant
7 Belmont Village, L.P. manages senior living communities, including assisted living facilities, in
8 locations throughout the United States, including locations in the State of California and County
9 of Los Angeles.

10 11. Plaintiff is informed and believes, and based thereon alleges, that at all times
11 herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities,
12 individuals, and partnerships, licensed to do business and actually doing business in the State of
13 California. As such, and based upon all the facts and circumstances incident to Defendants'
14 business, Defendants are subject to the California Labor Code and the UCL.

15 12. Plaintiff does not know the true names or capacities, whether individual, partner
16 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
17 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
18 complaint when the true names and capacities are known. Plaintiff is informed and believes and
19 based thereon alleges that each of said fictitious defendants was responsible in some way for the
20 matters alleged herein and proximately caused Plaintiff and members of the general public and
21 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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

27 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
28 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or

1 joint venturer of, or working in concert with each of the other co-Defendants and was acting
2 within the course and scope of such agency, employment, joint venture, or concerted activity.
3 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
4 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
5 Defendants.

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

9 16. At all times herein mentioned, the acts and omissions of various Defendants, and
10 each of them, concurred and contributed to the various acts and omissions of each and all of the
11 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
12 herein mentioned, Defendants, and each of them, ratified each and every act or omission
13 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
14 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
15 damages as herein alleged.

16 **CLASS ACTION ALLEGATIONS**

17 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
18 California Code of Civil Procedure section 382. Plaintiff proposes the following classes
19 (collectively, "Class"):

- 20 a. All current and former non-exempt employees of Defendants in the State
21 of California, who worked shifts of 3.5 hours or more at any time from
22 April 6, 2016, through the present (the "Rest Break Class");
- 23 b. All current and former non-exempt employees of Defendants in the State
24 of California, who worked shifts of 5 hours or more at any time from April
25 6, 2016, through the present (the "Meal Break Subclass");
- 26 c. All former employees of Defendants in the State of California, who
27 separated from employment at any time from April 6, 2017, through the
28 present (the "Separated Employee Class"); and

d. All current and former employees of Defendants in the State of California, who were paid wages at any time from April 6, 2019, to the present, in the State of California (the “Wage Statement Class”).

18. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to timely provide off-duty meal periods to employees who worked 5 hours or longer during a shift, or pay premium compensation in lieu thereof, in violation of Labor Code sections 226.7 and 512; (b) failed to provide off-duty rest periods to employees who worked 3.5 hours or longer during a shift, or pay premium compensation in lieu thereof, in violation of Labor Code section 226.7; (c) failed to pay all wages owed upon separation of employment in violation of Labor Code sections 201 to 203; (d) failed to provide proper payroll records to employees in violation of Labor Code section 226(a), and (e) engaged in unfair business practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and the 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.

20. Defendants uniformly administered a corporate policy, practice of: (a) failing to timely provide off-duty meal periods to employees who worked 5 hours or longer during a shift, or pay premium compensation in lieu thereof, in violation of Labor Code sections 226.7 and 512; (b) failing to provide off-duty rest periods to employees who worked 3.5 hours or longer during a shift, or pay premium compensation in lieu thereof, in violation of Labor Code section 226.7; (c) failing to pay all wages owed upon separation of employment in violation of Labor Code sections 201 to 203; (d) failing to provide proper payroll records to employees in violation of

1 Labor Code section 226(a), and (e) engaging in unfair business practices in violation of the
2 California Labor Code, the applicable IWC Wage Orders, and the UCL.

3 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
4 a consistent and uniform policy, practice and procedure of willfully failing to comply with Labor
5 Code sections 201-203, 226(a), 226.7, 512, and the UCL.

6 22. **Common Question of Law and Fact:** There are predominant common questions
7 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
8 concerning Defendants' policy and practice of: (a) failing to timely provide off-duty meal
9 periods to employees who worked 5 hours or longer during a shift, or pay premium
10 compensation in lieu thereof, in violation of Labor Code sections 226.7 and 512; (b) failing to
11 provide off-duty rest periods to employees who worked 3.5 hours or longer during a shift, or pay
12 premium compensation in lieu thereof, in violation of Labor Code section 226.7; (c) failing to
13 pay all wages owed upon separation of employment in violation of Labor Code sections 201 to
14 203; (d) failing to provide proper payroll records to employees in violation of Labor Code
15 section 226(a), and (e) engaging in unfair business practices in violation of the California Labor
16 Code, the applicable IWC Wage Orders, and the UCL.

17 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
18 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
19 as the Class Members. Like other employees and pursuant to Defendants' policy, Plaintiff was
20 not provided with off-duty meal breaks within the first 5 hours of work for shifts lasting longer
21 than 5 hours. Plaintiff was also not provided with off-duty rest breaks for shifts lasting longer
22 than 3.5 hours. Rather, Plaintiff was required to remain on-duty and perform work during rest
23 breaks. Plaintiff was also prohibited from leaving the premises for meal and rest breaks.
24 Although it is well-settled that Defendants should have paid meal and rest period premium pay to
25 Plaintiff, Defendants failed to do so. Moreover, all wages owed were not timely paid to Plaintiff
26 upon separation of employment. Finally, Defendants also failed to provide accurate, itemized
27 wage statements to Plaintiff that correctly identified the overtime rate of pay and total hours
28 worked when double overtime wages were paid, and total wages earned due to the

1 aforementioned meal and rest break violations. Therefore, Plaintiff is a member of the Class and
2 has suffered the alleged violations of California Labor Code sections 201-203, 226(a), 226.7,
3 512, and the UCL.

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

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

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

1 27. Such a pattern, practice and uniform administration of corporate policy regarding
2 illegal employee compensation described herein is unlawful and creates an entitlement to
3 recovery by Plaintiff and the Class identified herein, in a civil action, for applicable damages
4 and/or penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
5 California Labor Code sections 218.5, 226, and Code of Civil Procedure section 1021.5.

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

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

13 **FIRST CAUSE OF ACTION**

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

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

16 30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
17 though fully set forth herein.

18 31. At all relevant times, Defendants failed in their affirmative obligation to ensure
19 that Plaintiff and other Class Members had the opportunity to take and were provided with off-
20 duty 30-minute meal periods in accordance with the mandates of the California Labor Code and
21 the applicable IWC Wage Order. Specifically, Plaintiff and Class Members were not provided
22 with off-duty meal breaks within the first 5 hours of work for shifts lasting longer than 5 hours.
23 Plaintiff and Class Members were also required to remain on the premises for their meal breaks.
24 Thus, Plaintiff and Class Members were denied their right to 30-minute, off-duty meal breaks for
25 any and all shifts in which they worked 5 hours or longer. In other words, Plaintiff and Class
26 Members were suffered and permitted to work through legally required meal breaks and were
27 denied the opportunity to take their full 30-minute off-duty meal breaks because they remained
28 under Defendants' control by virtue of having to remain on the premises. As such, Defendants

1 are responsible for paying premium compensation for missed meal periods pursuant to Labor
2 Code sections 226.7 and 512 and the applicable IWC Wage Order. Defendants, as a matter of
3 corporate policy and procedure, regularly failed to pay such premium compensation for each full
4 30-minute duty-free meal period Plaintiff and Class Members missed.

5 32. This policy of requiring employees to work through their legally mandated meal
6 periods and not allowing them to take proper off-duty meal periods is a violation of California
7 law.

8 33. Plaintiff is informed and believe and based thereon alleges that Defendants
9 willfully failed to pay employees who were not provided the opportunity to take meal breaks the
10 premium compensation set out in Labor Code section 226.7, and the applicable IWC Wage
11 Order and that Plaintiff and those employees similarly situated as them are owed wages for the
12 meal period violations set forth above.

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

18 **SECOND CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE § 226.7**

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

21 35. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
22 though fully set forth herein.

23 36. At all relevant times, Defendants failed in their affirmative obligation to ensure
24 that Plaintiff and other Class Members had the opportunity to take and were provided with off-
25 duty 10-minute rest periods in accordance with the mandates of the California Labor Code and
26 the applicable IWC Wage Order. Specifically, Plaintiff and Class Members were required to
27 remain on-duty and perform work during rest breaks. Plaintiff and Class Members were also
28 required to remain on premises during rest breaks. Defendants failed to relieve Plaintiff and other

1 Class Members of all duties during their 10-minute rest breaks. Thus, Plaintiff and Class
2 Members were denied their right to 10-minute, off-duty rest breaks for any and all shifts in
3 which they worked 3.5 hours or longer. In other words, Plaintiff and Class Members were
4 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 on the premises. 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. Defendants, 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 the Class Members missed.

11 37. 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 38. 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 39. 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 **THIRD CAUSE OF ACTION**

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

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

27 40. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
28 though fully set forth herein.

41. Labor Code section 201 provides that all wages earned and unpaid at the time of an employee's discharge are due and payable immediately. Labor Code section 202 provides that, in the case of an employee who resigns or quits, such wages must be paid no later than 72 hours thereafter, unless the employee gave 72 hours of notice prior to his or her resignation, in which case the employee must be paid all wages due and earned at the time of separation. Labor Code section 203 provides that an employer who willfully fails to pay such wages due to an employee who is discharged or quits must pay that employee waiting time penalties in the form of a day's wages up to 30 days until all of the wages owed are paid.

42. As a pattern and practice, Defendants regularly and willfully failed to pay all wages due and earned at the time of termination to involuntarily discharged employees.

43. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorney's fees, and costs of suit according to the mandate of Labor Code section 201-203.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

44. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

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

46. Pursuant to Labor Code section 226(a), wage statements must identify the gross wages earned, total hours worked, and all applicable hourly rates in effect during the pay period. The wage statements provided to Plaintiff and the Class failed to identify such information. Specifically, whenever double overtime wages were paid, the wage statements did not identify the correct rate of pay or total hours worked. Moreover, due to Defendants' failure to provide premium compensation for missed meal and rest breaks, the wage statements provided to

1 Plaintiff and the Class failed to identify accurate total wages earned.

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

7 **FIFTH CAUSE OF ACTION**

8 **VIOLATION OF THE UCL, BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

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

10 48. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
11 though fully set forth herein.

12 49. Defendants, and each of them, have engaged and continue to engage in unfair and
13 unlawful business practices in California by practicing, employing and utilizing the employment
14 practices outlined above, include, to wit, by failing to provide meal and rest periods, timely pay
15 all wages upon separation of employment, and provide proper payroll records in violation of
16 Labor Code sections 201-203, 226, 226.7, and 512.

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

19 51. 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 the Defendants by means of the unfair practices
22 complained of herein.

23 52. 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 section 17200, *et seq.*, including
26 those set forth herein above thereby depriving Plaintiff and other members of the Class the
27 minimum working condition standards and conditions due to them under the California laws as
28 specifically described therein.

1 **SIXTH CAUSE OF ACTION**

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

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

4 53. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set forth herein.

6 54. 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 June 4, 2019, through
8 the present, for Defendants' violations of Labor Code §§ 201-203, 226(a), 226.7, and 512,
9 arising from Defendants' following misconduct, as alleged above: (a) failing to timely provide
10 off-duty meal periods to employees who worked 5 hours or longer during a shift, or pay
11 premium compensation in lieu thereof, in violation of Labor Code sections 226.7 and 512; (b)
12 failing to provide off-duty rest periods to employees who worked 3.5 hours or longer during a
13 shift, or pay premium compensation in lieu thereof, in violation of Labor Code section 226.7; (c)
14 failing to pay all wages owed upon separation of employment in violation of Labor Code
15 sections 201 to 203; and (d) failing to provide proper payroll records to employees in violation of
16 Labor Code section 226(a).

17 55. On or about June 4, 2020, Plaintiff sent written notice to the California Labor &
18 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-
19 203, 226(a), 226.7, and 512, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys
20 General Act ("PAGA"). To date, the LWDA has not responded to Plaintiff's written notice. In
21 addition to the LWDA, Plaintiff also sent her PAGA notice to Defendant via certified mail
22 according to Labor Code § 2699.3.

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

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf

1 this suit is brought against Defendants, jointly and severally, as follows:

- 2 1. For an order certifying the proposed Class;
- 3 2. For an order appointing Plaintiff as the representative of the Class as described
4 herein;
- 5 3. For an order appointing Counsel for Plaintiff as Class counsel;
- 6 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
7 California Labor Code sections 201-203, 226.7, and 512, and for costs and attorneys' fees;
- 8 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
9 California Labor Code sections 201-203 and 226.7, and for costs and attorneys' fees;
- 10 6. Upon the Third Cause of Action, for damages and/or penalties pursuant to
11 California Labor Code sections 201-203, and for costs and attorneys' fees;
- 12 7. Upon the Fourth Cause of Action, for penalties pursuant to California Labor Code
13 section 226(a), and for costs and attorneys' fees;
- 14 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly
15 affected members of the general public of all funds unlawfully acquired by Defendants by means
16 of any acts or practices declared by this Court to be in violation of Business and Professions
17 Code section 17200, *et seq.*;
- 18 9. Upon the Sixth Cause of Action, for the full amount of civil penalties pursuant to
19 California Labor Code section 2698, *et seq.*, and for costs and attorneys' fees;
- 20 10. On all causes of action for attorneys' fees and costs as provided by California
21 Labor Code sections 218.5 and 226, and Code of Civil Procedure section 1021.5; and
- 22 11. For such other and further relief the Court may deem just and proper.

23 DATED: June 8, 2020

DIVERSITY LAW GROUP, P.C.

24 

25 By: _____

26 Larry W. Lee
27 Kristen M. Agnew
28 Nicholas Rosenthal

Attorneys for Plaintiff and the Class