

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
08/27/2020 at 03:52:49 PM
Clerk of the Superior Court
By Megan Dietenhofer, Deputy Clerk

Attorneys for Plaintiffs, the Class, and Aggrieved Employees

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

ROBERT JORDAN and CHANRAKSMEY
KAM, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

THE JUNE GROUP, LLC, a California
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 37-2020-00030141-CU-OE-CTL

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) FAILURE TO PAY WAGES;**
- (2) VIOLATION OF LABOR CODE § 226(a);**
- (3) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ*;
AND**
- (4) VIOLATION OF LABOR CODE § 2698,
ET SEQ.**

DEMAND OVER \$25,000.00

1 Plaintiffs Robert Jordan and Chanraksmeey Kam (collectively, “Plaintiffs”) hereby submit
2 this Class and Representative Action Complaint (“Complaint”) against Defendant The June
3 Group, LLC (“Defendant”) and Does 1 through 50 (collectively, “Defendants”), as individuals
4 and on behalf of all other similarly situated current and former employees of Defendants, for
5 penalties and/or damages under the California Labor Code and California Business &
6 Professions Code, for failure to pay wages and failure to provide accurate itemized wage
7 statements, as follows:

8 **INTRODUCTION**

9 1. This Complaint is within the Court’s jurisdiction under California Labor Code
10 §§ 201-204, 226(a), 510, 558, 1194, 1198, 1199, and 2698, *et seq.*, the applicable Wage Orders
11 of the California Industrial Welfare Commission (“IWC”), the California Minimum Wage Order,
12 and the California Unfair Competition Law (the “UCL”), California Business and Professions
13 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 Plaintiff and other individuals who
16 worked for Defendants.

17 3. Plaintiffs are informed and believe, and based thereon allege, 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 pay all wages owed and failing to provide
20 accurate itemized wage statements.

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

28 ///

1 **JURISDICTION AND VENUE**

2 6. The Court has jurisdiction over the violations of the California Labor Code §§
3 201-204, 226(a), 510, 558, 1194, 1198, 1199, and 2698, *et seq.*, the IWC Wage Orders, the
4 California Minimum Wage Order, and the UCL.

5 7. Venue is proper in San Diego County, because Defendant does business in this
6 County and Plaintiffs worked for Defendant in this County.

7 **PARTIES**

8 8. Plaintiffs Robert Jordan and Chanraksmei Kam are former employees of
9 Defendant. Plaintiff Robert Jordan was employed by Defendant until on or about April 9, 2020.

10 9. Plaintiff Chanraksmei Kam was employed by Defendant until on or about April
11 9, 2020.

12 10. Throughout their employment, Plaintiffs were classified as non-exempt
13 employees and were paid hourly. Plaintiffs and other employees of Defendant were employed as
14 temporary services employees and assigned to work for various clients of Defendants.

15 11. During their employment with Defendant, Plaintiffs were routinely required to
16 undergo post-employment drug testing. In addition, Plaintiffs were also required to attend
17 mandatory orientations during their employment with Defendant. However, Plaintiffs were not
18 paid wages for any time spent undergoing the post-employment drug testing and attending the
19 orientation sessions.

20 12. Plaintiffs were and are the victim of the policies, practices, and customs of
21 Defendants complained of in this action in ways that have deprived them of the rights guaranteed
22 by California Labor Code §§ 201-204, 226(a), 510, 558, 1194, 1198, 1199, 2698, *et seq.*, the
23 IWC Wage Orders, the California Minimum Wage Order, and the UCL.

24 13. Plaintiffs are informed and believe, and based thereon allege, that Defendant is a
25 California limited liability company, doing business in the State of California and in the County
26 of San Diego. Defendant provides recruitment, staffing, and employment services to clients in
27 the County of San Diego.

28 14. Plaintiffs are informed and believe, and based thereon allege, 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.

15. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to California Labor Code §§ 201-204, 226(a), 510, 558, 1194, 1198, 1199, and 2698, *et seq.*, the IWC Wage Orders, the California Minimum Wage Order, and the UCL.

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

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

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

1 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
2 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

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

10 CLASS ACTION ALLEGATIONS

11 21. **Definition:** The named individual Plaintiffs seek class certification, pursuant to
12 California Code of Civil Procedure § 382. Plaintiffs propose the following Class: All current
13 and former non-exempt employees of Defendants in the State of California at any time from
14 April 6, 2016, through the present (the “Class”).

15 22. Plaintiff reserves the right to propose additional classes and/or sub-classes, and or/
16 amend the above class definitions upon further discovery and investigation.

17 23. **Numerosity and Ascertainability:** The members of the Class are so numerous
18 that joinder of all members would be impractical, if not impossible. The identity of the members
19 of the Class is readily ascertainable by review of Defendants’ records, including payroll records.
20 Plaintiffs are informed and believe, and based thereon allege, that Defendants: (a) failed to pay
21 all wages owed in violation of Labor Code §§ 201-204, 510, 558, 1194, 1198, and 1199, the
22 California Minimum Wage Order, and the applicable IWC Wage Orders; (b) failed to provide
23 accurate itemized wage statements, in violation of Labor Code § 226(a); and (c) engaged in
24 unfair business practices in violation of the California Labor Code, the California Minimum
25 Wage Order, the applicable IWC Wage Orders, and the UCL.

26 24. **Adequacy of Representation:** The named Plaintiffs are fully prepared to take all
27 necessary steps to represent fairly and adequately the interests of the Class defined above.
28 Plaintiffs’ attorneys are ready, willing and able to fully and adequately represent the Class and

1 the individual Plaintiffs. Plaintiffs' attorneys have prosecuted and settled wage-and-hour class
2 actions in the past and currently have a number of wage-and-hour class actions pending in
3 California state and federal courts.

4 25. Defendants uniformly administered a corporate policy, practice of: (a) failing to
5 pay all wages owed in violation of Labor Code §§ 201-204, 510, 558, 1194, 1198, and 1199, the
6 California Minimum Wage Order, and the applicable IWC Wage Orders; (b) failing to provide
7 accurate itemized wage statements, in violation of Labor Code § 226(a); and (c) engaging in
8 unfair business practices in violation of the California Labor Code, the California Minimum
9 Wage Order, the applicable IWC Wage Orders, and the UCL.

10 26. Plaintiffs are informed and believe, and based thereon allege, that this corporate
11 conduct is accomplished with the advance knowledge and designed intent to willfully and
12 intentionally fail to accurately record and identify correct total hours worked, gross wages
13 earned, net wages earned, and hours worked at each hourly rate.

14 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
15 a consistent and uniform policy, practice and procedure of willfully failing to comply with Labor
16 Code §§ 201-204, 226(a), 510, 558, 1194, 1198, and 1199, the UCL, the California Minimum
17 Wage Order, and the IWC Wage Orders.

18 28. **Common Question of Law and Fact:** There are predominant common questions
19 of law and fact and a community of interest amongst Plaintiffs' claims and the claims of the
20 Class concerning Defendants' policy and practice of: (a) failing to pay all wages owed in
21 violation of Labor Code §§ 201-204, 510, 558, 1194, 1198, and 1199, the California Minimum
22 Wage Order, and the applicable IWC Wage Orders; (b) failing to provide accurate itemized wage
23 statements, in violation of Labor Code § 226(a); and (c) engaging in unfair business practices in
24 violation of the California Labor Code, the California Minimum Wage Order, the applicable
25 IWC Wage Orders, and the UCL.

26 29. **Typicality:** The claims of Plaintiffs are typical of the claims of all members of
27 the Class in that Plaintiffs suffered the harm alleged in this Complaint in a similar and typical
28 manner as the Class Members. As with all other Class Members, Plaintiffs were not paid all

1 wages owed in violation of Labor Code §§ 201-204, 510, 558, 1194, 1198, 1199, the California
2 Minimum Wage Order, and the IWC Wage Orders. Specifically, Plaintiffs were routinely
3 required to undergo post-employment drug testing, but were not compensated for the time spent
4 undergoing said drug tests. Additionally, Plaintiffs were also required by Defendant to attend
5 mandatory orientation sessions, but were not compensated for the time spent attending the
6 orientation. To date, Plaintiffs have yet to receive all of the wages owed to them, including the
7 unpaid minimum, regular, and overtime wages. Thus, Defendants owe waiting time penalties to
8 Plaintiffs under Labor Code § 203. Furthermore, as a result of Defendants' failure to pay wages
9 alleged above, Plaintiffs received wage statements that identified incorrect gross wages earned,
10 net wages earned, total hours worked, and hours worked at each hourly rate of pay, in violation
11 of Labor Code § 226(a). Therefore, Plaintiffs are members of the Class and have suffered the
12 alleged violations of California Labor Code §§ 201-204, 226(a), 510, 558, 1194, 1198, and 1199,
13 the California Minimum Wage Order, the applicable IWC Wage Orders, and the UCL.

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

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

subsequent employment.

32. 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 Class Members are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

33. 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 Plaintiffs and the Class identified herein, in a civil action, for all applicable penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-204, 218.5, 226, 510, 558, 1194, 1198, and 1199, and Code of Civil Procedure § 1021.5.

34. Proof of a common business practice or factual pattern, which the named Plaintiffs experienced and are representative of, will establish the right of each of the Class Members to recovery on the causes of action alleged herein.

35. 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

FAILURE TO PAY WAGES

(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)

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

1 37. This cause of action is brought pursuant to Labor Code §§ 201-204, 510, 558,
2 1194, 1198, and 1199, the California Minimum Wage Order, and the IWC Wage Orders, which
3 require an employer to pay employees all earned minimum, regular, and overtime wages.

4 38. The California Labor Code and the California Minimum Wage Order require an
5 employer to pay employees minimum wages for all hours worked less than eight hours a day
6 and/or less than 40 hours in a workweek. As a pattern and practice, Defendants suffered and
7 permitted Plaintiffs and Class Members to work without payment of minimum wages for all
8 hours worked in a workday and workweek.

9 39. The California Labor Code also require an employer to pay overtime wages at a
10 rate of one and one-half of the employee's regular rate of pay for any work in excess of eight
11 hours in a workday or 40 hours in a workweek. As a pattern and practice, Defendants suffered
12 and permitted employees to work in excess of eight hours in a workday and/or over 40 hours in a
13 workweek without proper overtime pay.

14 40. At all relevant times herein, Defendants failed to pay all earned regular,
15 minimum, overtime, and reporting time wages to Plaintiffs and Class Members. Specifically,
16 Defendants had a corporate policy and practice of routinely requiring Plaintiffs and Class
17 Members to undergo post-employment drug testing. Additionally, Defendants also had a
18 corporate policy and practice of requiring Plaintiffs and Class Members to attend mandatory
19 orientation sessions.

20 41. However, as a pattern and practice, Defendants failed to compensate Plaintiffs
21 and Class Members for any time spent undergoing and taking the post-employment drug testing.
22 Nor were Plaintiffs and Class Members compensated for any time spent attending the mandatory
23 orientation sessions required by Defendants, in violation of California law and the applicable
24 IWC Wage Order.

25 42. As a result of Defendants' policies and practices alleged above, Plaintiffs and
26 Class Members are owed minimum, regular, and overtime wages pursuant to Labor Code §§
27 201-204, 510, 558, 1194, 1198, and 1199, the California Minimum Wage Order, and the IWC
28 Wage Orders.

1 43. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
2 willfully failed to pay employees all regular, minimum, and overtime wages, pursuant to the
3 California Labor Code, the California Minimum Wage Order, and the applicable IWC Wage
4 Order, and that Plaintiffs and Class Members are owed wages for the violations set forth above.

5 44. Plaintiffs are informed and believe, and based thereon alleges, that Defendants'
6 willful failure to pay Plaintiffs and Class Members the wages due and owing to them upon
7 separation from employment results in a continued payment of wages up to thirty (30) days from
8 the time the wages are due. Therefore, Class Members who have separated from employment
9 are entitled to compensation pursuant to Labor Code § 203.

10 45. Such a pattern, practice and uniform administration of corporate policy regarding
11 illegal employee compensation as described herein is unlawful and creates an entitlement to
12 recovery by Plaintiffs and the Class in a civil action, for all damages and penalties, including
13 interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor
14 Code §§ 201-204, 218.5, 510, 558, 1194, 1198, and 1199, and the IWC Wage Orders.

15 **SECOND CAUSE OF ACTION**

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

17 **(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

18 46. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
19 though fully set forth herein.

20 47. Labor Code § 226(a) requires employers to provide itemized wage statements to
21 its employees that identify accurate information, including without limitation, gross wages
22 earned, net wages earned, total hours worked by the employee, and hours worked at each hourly
23 rate of pay. *See* Cal. Lab. Code §§ 226(a)(1), (a)(2), (a)(5), and (a)(9). Defendants, as a matter
24 of policy and practice, failed in their affirmative obligation to provide accurate itemized wage
25 statements to Plaintiffs and Class Members.

26 48. Plaintiffs and the Class were paid hourly. As such, the wage statements should
27 have reflected the hours worked at each hourly rate, total number of hours worked, and gross and
28 net wages earned, pursuant to Labor Code § 226(a)(1), (a)(2), (a)(5), and (a)(9). The wage

1 statements provided to Plaintiffs and the Class failed to identify such information, including
2 without limitation, the correct hours worked at each hourly rate, total hours worked, gross wages
3 earned, and net wages earned.

4 49. Specifically, as a result of Defendants' failure to pay wages as alleged above, the
5 wage statements issued to Plaintiffs and Class Members failed to identify the accurate hours
6 worked at each hourly rate, total hours worked, gross wages earned, and net wages earned.

7 50. The issuance of inaccurate wage statements caused "injury" under Labor Code §
8 226(e) to Plaintiffs and Class Members as they cannot accurately verify and/or calculate their
9 wages. Without identifying the correct information listed on their wage statements, Plaintiffs
10 and Class Members will have no way of verifying whether they were correctly paid wages for
11 each particular pay period.

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

17 **THIRD CAUSE OF ACTION**

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

19 **(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

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

22 53. Defendants, and each of them, have engaged and continue to engage in unfair and
23 unlawful business practices in California by practicing, employing and utilizing the employment
24 practices outlined above, include, to wit, by failing to pay all wages owed in violation of Labor
25 Code §§ 510, 558, 1194, 1198, and 1199, the California Minimum Wage Order and the
26 applicable IWC Wage Orders.

27 54. Defendants' utilization of such unfair and unlawful business practices constitutes
28 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

1 55. Plaintiffs seek, on behalf of themselves and other Class Members, full restitution
2 of monies, as necessary and according to proof, to restore any and all monies withheld, acquired
3 and/or converted by the Defendants by means of the unfair practices complained of herein.

4 56. Plaintiffs are informed and believe, and based thereon allege, that at all times
5 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
6 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
7 forth herein above thereby depriving Plaintiffs and Class Members the minimum working
8 condition standards and conditions due to them under the California laws as specifically
9 described therein.

10 **FOURTH CAUSE OF ACTION**

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

12 **(PRIVATE ATTORNEYS GENERAL ACT)**

13 **(BY PLAINTIFFS AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

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

16 58. Plaintiffs bring this cause of action as proxies for the State of California and in
17 this capacity, seek penalties on behalf of all Aggrieved Employees from April 6, 2019, through
18 the present, for Defendants' violations of Labor Code §§ 201-204, 226(a), 510, 558, 1194, 1198,
19 and 1199, arising from Defendants' following misconduct alleged above: (a) failure to pay all
20 wages owed in violation of Labor Code §§ 201-204, 510, 558, 1194, 1198, and 1199, the
21 California Minimum Wage Order, and the applicable IWC Wage Orders; and (b) failure to
22 provide accurate itemized wage statements, in violation of Labor Code § 226(a).

23 59. Based on the above-stated Labor Code violations, Plaintiffs are "aggrieved
24 employees" as defined in Labor Code § 2699(a). As such, Plaintiffs bring this cause of action on
25 behalf of the State of California for violations committed against all similarly situated Aggrieved
26 Employees of Defendants.

27 60. On or about June 26, 2020, Plaintiffs sent written notices to the California Labor
28 & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-

204, 226(a), 510, 558, 1194, 1198, and 1199, pursuant to Labor Code § 2698, *et seq.* As of the date of the filing of this Complaint, the LWDA has yet to provide notice to Plaintiffs as to whether it intends to investigate the Labor Code violations provided for in Plaintiffs' written notices. In addition to the LWDA, Plaintiffs also sent their written notices to Defendants via certified mail according to Labor Code § 2699.3.

61. As such, pursuant to Labor Code § 2699(a), Plaintiffs seek recovery of any and all applicable civil penalties for Defendants' violations of Labor Code §§ 201-204, 226(a), 510, 558, 1194, 1198, and 1199, for the time period described above, on behalf of themselves and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment individually and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the Class;
2. For an order appointing Plaintiffs as the representatives of the Class as described herein;
3. For an order appointing counsel for Plaintiffs as Class Counsel;
4. Upon the First Cause of Action, for unpaid wages and/or penalties, pursuant to California Labor Code §§ 201-204, 218.5, 510, 558, 1194, 1198, and 1199, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for restitution to Plaintiffs 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 the California Business and Professions Code § 17200, *et seq.*, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for the full amount of civil penalties according to the PAGA, California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

1 8. On all causes of action for attorneys' fees and costs as provided by California
2 Labor Code §§ 218.5, 226, 510, 558, 1194, 2699, and Code of Civil Procedure § 1021.5; and

3 9. For such other and further relief the Court may deem just and proper.
4

5 DATED: August 27, 2020

DIVERSITY LAW GROUP, P.C.

6
7 By: _____

Larry W. Lee

Mai Tulyathan

8 Attorneys for Plaintiff, the Class, and Aggrieved
9 Employees
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28