

From 213.488.6554

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Larry W. Lee (State Bar No. 228175)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff and the Class

FILED BY FAX

ALAMEDA COUNTY

September 02, 2020

CLERK OF
THE SUPERIOR COURT
By Milagros Cortez, Deputy

CASE NUMBER:

RG20072383

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

SUNSHINE DEERING, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

ROMAN EMPIRE ABA SERVICES,
INC., a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.:

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT:**

- 1. VIOLATION OF LABOR CODE § 2802;**
- 2. VIOLATION OF LABOR CODE §§ 226.7
AND 512;**
- 3. VIOLATION OF LABOR CODE § 226.7;**
- 4. VIOLATION OF LABOR CODE § 226;**
- 5. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.***
- AND**
- 6. VIOLATION OF LAB. CODE § 2698, *ET
SEQ.***

DEMAND OVER \$25,000.00

1 Plaintiff Sunshine Deering (“Plaintiff”) hereby submits this Class and Representative
2 Action Complaint (“Complaint”) against Defendant Roman Empire ABA Services, Inc.
3 (“Defendant”), and Does 1 through 50 (collectively, “Defendants”), as an individual and on
4 behalf of a class of all other similarly situated current and former employees of Defendant for
5 damages and/or penalties for violations of the California Labor Code, including without
6 limitation, failure to reimburse business expenses, provide off-duty meal and rest breaks, pay
7 wages in a timely manner, and provide accurate payroll records, as follows:

8 **INTRODUCTION**

9 1. This representative action is within the Court’s jurisdiction under California
10 Labor Code §§ 201-203, 204, 226, 226.7, 512, 2802, and 2698, *et seq.*, the Private Attorneys
11 General Act (“PAGA”), Business and Professions Code section 17200, *et seq.* (the “UCL”), and
12 the applicable Wage Orders of the California Industrial Welfare Commission (“IWC”).

13 2. This Complaint challenges systemic illegal employment practices resulting in
14 violations of the California Labor Code against individuals who worked for Defendant.

15 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
16 jointly and severally, have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees by failing to reimburse business expenses, provide off-
18 duty meal and rest periods, pay wages in a timely manner, and provide and maintain accurate
19 payroll records for its 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 and the applicable IWC Wage Orders by creating and maintaining policies, practices and
23 customs that knowingly deny employees the above stated rights and benefits.

24 **JURISDICTION AND VENUE**

25 5. The Court has jurisdiction over the violations of the California Labor Code §§
26 201-203, 204, 226, 226.7, 512, 2802, and 2698, *et seq.*, the UCL, and the applicable Wage
27 Orders.

28 6. Venue is proper in Alameda County because Plaintiff worked for Defendants in

Alameda County, California.

PARTIES

7. Plaintiff was employed by Defendants as a behavioral therapist from about March 2020 to about July 2020. Plaintiff worked as an hourly non-exempt employee.

8. Plaintiff was and is the victims of the policies, practices, and customs of Defendant complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code §§ 201-203, 204, 226, 226.7, 512, 2802, and 2698, *et seq.*, and the UCL.

9. Plaintiff is informed and believes, and based thereon alleges, that Roman Empire ABA Services was and is a California corporation that provides supported living services, skills training, analysis, and other services to individuals with developmental disabilities in locations throughout the State of California, including in Alameda County, California. On information and belief, Defendant maintains its corporate headquarters in California.

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

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

12. At all times herein mentioned, each defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, 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.

13. Plaintiff is informed and believes, and based thereon alleges, 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.

14. 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.

15. 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, 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

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

- a. All current and former non-exempt employees of Defendants in the State of California who drove their personal automobile or used their personal cell phones for work purposes at any time from April 6, 2016, through the present. (“the Business Expense Class”);
- b. All current and former non-exempt employees of Defendants in the State of California, who worked more than five hours in a shift at any time from

1 April 6, 2016, through the present (the “Meal Period Class”);

2 c. All current and former non-exempt employees of Defendants in the State
3 of California, who worked shifts of at least 3.5 hours or longer at any time
4 from April 6, 2016, through the present (the “Rest Period Class”); and

5 d. All current and former employees of Defendants in the State of California,
6 who were paid wages classified as “Drive Time” or “Misc pay” at any
7 time from April 6, 2019, through the present (the “Wage Statement
8 Class”).

9 17. **Numerosity and Ascertainability:** The members of the Class are so numerous
10 that joinder of all members would be impractical, if not impossible. The identity of the members
11 of the Class is readily ascertainable by review of Defendants’ records, including payroll records.
12 Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to
13 reimburse business expenses in violation of Labor Code § 2802; (b) failed to provide off-duty
14 meal breaks in violation of Labor Code §§ 226.7 and 512; (c) failed to provide off-duty rest
15 breaks in violation of Labor Code § 226.7; (d) failed to provide accurate, itemized wage
16 statements in violation of Labor Code § 226(a); and (e) engaged in Unfair Business Practices in
17 violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

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

24 19. Defendants uniformly administered a corporate policy, practice of: (a) failing to
25 reimburse business expenses in violation of Labor Code § 2802; (b) failing to provide off-duty
26 meal breaks in violation of Labor Code §§ 226.7 and 512; (c) failing to provide off-duty rest
27 breaks in violation of Labor Code § 226.7; (d) failing to provide accurate, itemized wage
28 statements in violation of Labor Code § 226(a); and (e) engaging in Unfair Business Practices in

violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

20. 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, 204, 226, 226.7, 512, and 2802, and the UCL.

21. **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 Class concerning Defendants' policy and practice of: (a) failing to reimburse business expenses in violation of Labor Code § 2802; (b) failing to provide off-duty meal breaks in violation of Labor Code §§ 226.7 and 512; (c) failing to provide off-duty rest breaks in violation of Labor Code § 226.7; (d) failing to provide accurate, itemized wage statements in violation of Labor Code § 226(a); and (e) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

22. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical manner as the Class Members. Like other members of the Class, Plaintiff was required to use her personal vehicle to drive to and from patient homes. Plaintiff was also required to use her personal cell phone to make work calls each day. The vehicle and cell phone use were essential to perform Plaintiff's job duties; however, Defendants did not sufficiently reimburse Plaintiff for such use. Plaintiff was provided with a minimal mileage and cell phone payment that did not adequately reimburse the actual costs incurred. In addition, Plaintiff regularly worked shifts in excess of five hours without being provided a timely off-duty meal break and shifts in excess of four hours or major fraction thereof without being provided timely off-duty rest breaks. Specifically, Defendants prepared Plaintiff's work schedule so that there was not enough time to take a complete, off-duty meal or rest break in between appointments. Instead Plaintiff was expected to continue from one appointment to the next without adequate breaks. Plaintiff did not receive premium compensation in lieu of these missed meal and rest breaks at the time they were owed or upon separation of employment. Moreover, Defendants failed to pay Plaintiff and other employees within the time requirements set forth in Labor Code § 204. Plaintiff was paid on a

bimonthly basis and as such, wages should have been paid between the 16th and 26th days of the month for work performed between the 1st and 15th days, and wages for work performed between the 16th and last day of the month should have been paid between the 1st and 10th days of the following month. Defendants did not do so. For example, for the pay period of May 16, 2020 to May 31, 2020, Plaintiff did not receive her wages until June 10, 2020 – well after the last day these wages were owed. Furthermore, the wage statements issued to Plaintiff were defective. Specifically, for wages identified as “Drive Time” and “Misc pay,” only a total amount paid was shown on the wage statements. No hourly rate or number of hours worked used to calculate such wages were identified, in violation of Labor Code § 226(a)(9). As such, Plaintiff is a member of the Class and has suffered the alleged violations of California Labor Code §§ 201-203, 204, 226, 226.7, 512, and 2802, and the applicable IWC Wage Orders.

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

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

25. The prosecution of separate actions by the individual class members, even if

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

26. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid meal and rest period premium pay, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 201-203, 204, 210, 226, 226.7, 512, 1197.1, and 2802, the UCL, and Code of Civil Procedure § 1021.5.

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

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

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2802

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

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

30. This cause of action is brought pursuant to Labor Code § 2802, which provides that employees are entitled to be indemnified for expenses and losses in discharging the duties of

1 their employers. Defendants violated this provision by failing to reimburse employees for all
2 business-related expenses, including without limitation, the costs incurred with use of personal
3 vehicles and cellular phones. Defendants regularly required Plaintiff and other employees to
4 drive to and from patient homes to perform work. Plaintiff and other employees were also
5 required to make work calls each day. Such vehicle and cellular phone use were essential to
6 perform job duties. Defendants, however, did not sufficiently reimburse Plaintiff and other
7 employees for such use. Plaintiff and other employees were paid a minimal mileage and cell
8 phone payment that did not adequately reimburse the actual costs incurred

9 31. Defendants had a uniform corporate pattern and practice and procedure regarding
10 the above practices in violation of Labor Code § 2802.

11 32. Such a pattern, practice and uniform administration of corporate policy regarding
12 illegal employee compensation as described herein is unlawful and creates an entitlement to
13 recovery by Plaintiff and the Class identified herein in a civil action, for the unpaid balance of
14 the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs
15 of suit according to the mandate of California Labor Code § 2802.

16 **SECOND CAUSE OF ACTION**

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

18 **(BY PLAINTIFF AND THE MEAL PERIOD CLASS AGAINST ALL DEFENDANTS)**

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

21 34. At all relevant times, Defendants failed in its affirmative obligation to ensure that
22 Plaintiff and Class Members had the opportunity to take and were provided with off-duty meal
23 periods in accordance with the mandates of the California Labor Code and the applicable IWC
24 Wage Order. At all relevant times, Plaintiff and Class Members regularly worked in excess of
25 five (5) hours per day and accordingly had a right to take a 30-minute meal period each day
26 worked in excess of five (5) hours. Plaintiff and Class Members were suffered and permitted to
27 work more than five hours without being provided the opportunity to take their off-duty meal
28 breaks. Specifically, as a pattern and practice, Defendants prepared work schedules for Plaintiff

1 and other employees that did not allow enough time between appointments to take a complete,
2 off-duty 30-minute meal period. As a result, Plaintiff and Meal Period Class Members did not
3 receive proper meal breaks.

4 35. Defendants further failed to pay Plaintiff and the Meal Period Class meal period
5 premium compensation, as mandated by Labor Code § 226.7. For each workday that a meal
6 period is not provided, employees are entitled to one additional hour of pay at the employee's
7 regular rate of pay/compensation.

8 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 willfully failed to pay employees who were not provided the opportunity to take meal periods the
10 premium compensation set out in Labor Code § 226.7, and the applicable IWC Wage Order and
11 that Plaintiff and the Meal Period Class are owed wages and waiting time penalties for the meal
12 period violations set forth above.

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

18 38. Plaintiff is informed and believes, and based thereon allege, that Defendants'
19 willful failure to provide all meal period premium wages due and owing to Plaintiff and Meal
20 Period Class Members upon separation from employment results in a continued payment of
21 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other
22 members of the Meal Period Class who have separated from employment are entitled to
23 compensation pursuant to Labor Code § 203.

24 **THIRD CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE § 226.7**

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

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

1 40. At all relevant times, Defendants failed in their affirmative obligation to ensure
2 that Plaintiff and the Rest Period Class had the opportunity to take and were provided with off-
3 duty 10-minute rest periods in accordance with the mandates of the California Labor Code and
4 the applicable IWC Wage Order. Specifically, as a pattern and practice, Defendants prepared
5 work schedules for Plaintiff and other employees that did not allow enough time between
6 appointments to take a complete, off-duty 10-minute rest periods. As a result, Plaintiff and Rest
7 Period Class Members did not receive proper rest breaks.

8 41. Defendants further failed to pay Plaintiff and the Rest Period Class rest period
9 premium compensation, as mandated by Labor Code § 226.7. For each workday that a rest
10 period is not provided, employees are entitled to one additional hour of pay at the employee's
11 regular rate of pay/compensation.

12 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 willfully failed to pay employees who were not provided the opportunity to take rest breaks the
14 premium compensation set out in Labor Code § 226.7, and the applicable IWC Wage Order and
15 that Plaintiff and the Rest Period Class are owed wages and waiting time penalties for the rest
16 period violations set forth above.

17 43. Such a pattern, practice and uniform administration of corporate policy as
18 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Rest
19 Period Class identified herein, in a civil action, for the unpaid balance of the premium
20 compensation pursuant to Labor Code § 226.7, and the applicable IWC Wage Order, including
21 interest thereon, penalties, reasonable attorneys' fees, and costs of suit.

22 44. Plaintiff is informed and believes, and based thereon allege, that Defendants'
23 willful failure to provide all rest period premium wages due and owing to Plaintiff and Rest
24 Period Class Members upon separation from employment results in a continued payment of
25 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other
26 members of the Rest Period Class who have separated from employment are entitled to
27 compensation pursuant to Labor Code § 203.

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1 **FOURTH CAUSE OF ACTION**

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

3 **(BY PLAINTIFF AND THE WAGE STATEMENT CLASS AGAINST ALL**
4 **DEFENDANTS)**

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

7 46. Defendants failed in its affirmative obligation to provide accurate itemized wage
8 statements. Defendants, as a matter of policy and practice, did not provide accurate records in
9 violation of Labor Code § 226(a) by failing to provide accurate payroll records for Plaintiff and
10 the Class.

11 47. The wage statements Defendants issued to Plaintiff and other employees failed to
12 include the applicable hourly rate and number of hours worked used to calculate wages such as
13 “Drive Time” and “Misc pay,” in violation of Labor Code § 226(a)(9). Instead, the wage
14 statements provided to Plaintiff and the Wage Statement Class only identified the total amount
15 paid for such wages.

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

21 **FIFTH CAUSE OF ACTION**

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

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

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

26 50. Defendants, and each of them, have engaged and continue to engage in unfair and
27 unlawful business practices in California by practicing, employing and utilizing the employment
28 practices outlined above, include, to wit, by: (a) failing to reimburse business expenses in

1 violation of Labor Code § 2802; (b) failing to provide off-duty meal breaks in violation of Labor
2 Code §§ 226.7 and 512; (c) failing to provide off-duty rest breaks in violation of Labor Code §
3 226.7; and (d) failing to provide accurate, itemized wage statements in violation of Labor Code §
4 226(a).

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

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

11 53. Plaintiff is informed and believes, and based thereon alleges, that at all times
12 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
13 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
14 forth herein above thereby depriving Plaintiff and other members of the Class the minimum
15 working condition standards and conditions due to them under the California laws and the
16 applicable IWC Wage Orders as specifically described therein.

17 **SIXTH CAUSE OF ACTION**

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

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

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

22 55. Plaintiff brings this cause of action as a proxy for the State of California and in
23 this capacity, seeks penalties on behalf of all Aggrieved Employees from July 29, 2019, through
24 the present, for Defendants' violations of Labor Code §§ 201-203, 204, 226, 226.7, 512, and
25 2802, arising from Defendant's failure to reimburse business expenses, provide off-duty meal
26 and rest periods, pay wages in a timely manner, and provide proper payroll records.

27 56. Defendants failed in their affirmative obligation to timely pay wages to Aggrieved
28 Employees. Defendants, as a matter of policy and practice, paid Aggrieved Employees on a bi-

1 monthly basis and thus are subject to the timing requirements of Labor Code § 204. As a pattern
2 and practice, Defendants had a consistent policy of paying the wages of Aggrieved Employees
3 beyond the time limits as allowed pursuant to Labor Code § 204.

4 57. On or about July 29, 2020, Plaintiff sent written notice to the California Labor &
5 Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201-
6 203, 204, 226, 226.7, 512, and 2802, pursuant to Labor Code section 2698, *et seq.*, the Private
7 Attorneys General Act (“PAGA”). To date, the LWDA has not responded to Plaintiff’s written
8 notice.

9 58. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
10 and all applicable civil penalties for Defendants’ violation of Labor Code §§ 201-203, 204, 226,
11 226.7, 512, and 2802, and the applicable IWC Wage Order for the time period described above,
12 on behalf of herself and other Aggrieved Employees.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf
15 this suit is brought against Defendants, jointly and severally, as follows:

- 16 1. For an order certifying the proposed Classes;
- 17 2. For an order appointing Plaintiff as the representative of the Classes as described
18 herein;
- 19 3. For an order appointing counsel for Plaintiff as class counsel;
- 20 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
21 California Labor Code § 2802, and for costs and attorneys’ fees;
- 22 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
23 California Labor Code §§ 226.7 and 512, and for costs and attorneys’ fees;
- 24 6. Upon the Third Cause of Action, for damages and/or penalties pursuant to
25 California Labor Code § 226.7, and for costs and attorneys’ fees;
- 26 7. Upon the Fourth Cause of Action, for damages or penalties pursuant to California
27 Labor Code § 226, and for costs and attorneys’ fees;
- 28 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly

1 affected members of the general public of all funds unlawfully acquired by Defendants by means
2 of any acts or practices declared by this Court to be in violation of Business and Professions
3 Code § 17200, *et seq.*, for the time periods described above;

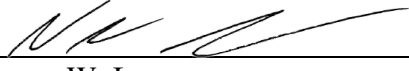
4 9. Upon the Sixth Cause of Action, for civil penalties according to proof pursuant to
5 Labor Code §§ 204, 210, 226.3, 2698, *et seq.*, and for costs and attorneys' fees;

6 10. On all causes of action, for attorneys' fees and costs as provided by California
7 Labor Code §§ 218.5, 226, and Code of Civil Procedure § 1021.5; and

8 11. For such other and further relief as the Court may deem just and proper.

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10 DATED: September 2, 2020

DIVERSITY LAW GROUP, P.C.

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12 By: 
13 Larry W. Lee
14 Nicholas Rosenthal
15 Attorneys for Plaintiff and the Class
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