

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder, Esq. (State Bar No. 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel: (831) 531-4214
Fax: (831) 634-0333

Attorneys for Plaintiff and the Class

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

TERRANCE CLAYBORN, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

AMAZON.COM SERVICES INC.;
AMAZON.COM SERVICES LLC, a
Delaware limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 5:20-CV-02368-JVS-SHK

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

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

DEMAND OVER \$25,000.00

Plaintiff Terrance Clayborn (“Plaintiff”), hereby submits this First Amended Class Action Complaint against Defendants Amazon.com Services LLC, Amazon.com Services Inc., and Does 1-50 (hereinafter collectively referred to as “Defendant” or “Defendants”), as an individual 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 provide accurate itemized wage statements under California Labor Code statutes, restitution for unfair business practices in violation of Business and Professions Code § 17200, *et seq.*, and violation of the California Private Attorneys General Act (“PAGA”), as follows:

INTRODUCTION

1. This class action is within the Court’s jurisdiction under California Labor Code §§ 201-203, 226, 226.7, 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. Plaintiff is informed and believes and based thereon alleges 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 provide accurate itemized wage statements to Plaintiff and the Class.

4. Plaintiff is informed and believes and based thereon alleges 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

1 Wage Orders by creating and maintaining policies, practices, and customs that
2 knowingly deny employees the above stated rights and benefits.

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

7 **JURISDICTION AND VENUE**

8 6. The Court has jurisdiction over the violations of the California Labor
9 Code §§ 201-203, 226, 226.7, 512, and 2698 *et seq.*, and the UCL.

10 7. Plaintiff contended venue was proper in the California Superior Court
11 for Riverside County because Defendants maintain business locations in Riverside
12 County, and Plaintiff performed work for Defendants in Moreno Valley,
13 California. On November 13, 2020, Defendants removed this action to the United
14 States District Court for the Central District of California.

15 **PARTIES**

16 8. Plaintiff Terrance Clayborn was hired by Defendants as an Inbound
17 Dock Worker on about April 1, 2020. Plaintiff worked as a non-exempt employee.
18 On or about July 13, 2020, Plaintiff was terminated from employment.

19 9. Plaintiff was and is the victim of the policies, practices, and customs
20 of Defendants complained of in this action in ways that have deprived him of the
21 rights guaranteed by California Labor Code §§ 201-203, 226, 226.7, 512, and 2698
22 *et seq.*, and the applicable IWC Wage Orders, and the UCL.

23 10. Plaintiff is informed and believes and based thereon alleges that
24 Defendant Amazon.com Services LLC was and is a Delaware limited liability
25 company doing business in the State of California and County of Riverside as an
26 online retailer and delivery service for goods.

27 11. Plaintiff is informed and believes and based thereon alleges that
28 Defendant Amazon.com Services Inc. is not an active corporation in California,

1 and that Defendant did not register this name as a fictitious business name in the
2 counties where it conducted business.

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

7 13. As such, and based upon all the facts and circumstances incident to
8 Defendants' business in California, Defendants are subject to California Labor
9 Code §§ 201-203, 226, 226.7, 512, and 2698 *et seq.*, the IWC Wage Orders, and
10 the UCL.

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

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

26 16. Plaintiff is informed and believes and based thereon alleges that at all
27 times material hereto, each of the Defendants named herein was the agent,
28 employee, alter ego and/or joint venturer of, or working in concert with each of the

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

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

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

18 **CLASS ACTION ALLEGATIONS**

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

- 22 a. All current and former non-exempt employees of Defendants in
 23 the State of California who worked 5 hours or more in any shift
 24 and were paid non-discretionary remuneration and their base
 25 hourly rate during the same workweek, at any time from April
 26 6, 2016, through the present (“Meal Period Class”); and
- 27 b. All current and former employees of Defendants in the State of
 28 California who were issued wage statements identifying

Amazon.com Services, Inc. as the employer at any time from April 6, 2019, through the present (“Wage Statement Class”).

20. **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 is readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff alleges that Defendants: (a) failed to pay employees meal period premiums at the correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code §§ 201-203, 226.7, and 512; (b) failed to provide accurate itemized wage statements, in violation of Labor Code § 226; and (c) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

21. **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 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 courts.

22. Defendants uniformly administered a corporate policy, practice of: (a) failing to pay employees meal period premiums at the correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code §§ 201-203, 226.7, and 512; (b) failing to provide accurate itemized wage statements, in violation of Labor Code § 226; and (c) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

23. Plaintiff is informed and believes and based thereon alleges that Defendants had a consistent and uniform policy, practice, and procedure of willfully failing to comply with Labor Code §§ 201-203, 226, 226.7, and 512, the

1 UCL, and applicable IWC Wage Orders.

2 24. **Common Question of Law and Fact:** There are predominant
3 common questions of law and fact and a community of interest amongst Plaintiff
4 and the claims of the Class concerning Defendants: (a) failing to pay employees
5 meal period premiums at the correct regular rate of pay that included all non-
6 discretionary remuneration, in violation of Labor Code §§ 201-203, 226.7, and
7 512; (b) failing to provide accurate itemized wage statements, in violation of Labor
8 Code § 226; and (c) engaging in Unfair Business Practices in violation of the UCL,
9 the California Labor Code, and the applicable IWC Wage Orders.

10 25. **Typicality:** The claims of Plaintiff are typical of the claims of all
11 members of the Class in that Plaintiff has suffered the harm alleged in this
12 Complaint in a similar and typical manner as the Class members. As with other
13 California employees, Plaintiff earned non-discretionary remuneration, including
14 without limitation, shift differential wages. Plaintiff also regularly worked more
15 than 5 hours in a shift but was not provided timely and off-duty meal breaks of at
16 least 30 minutes. In lieu of receiving these meal breaks, Defendants paid Plaintiff
17 meal period premiums calculated at one hour of Plaintiff's base rate of pay for
18 each missed or late meal break. However, the meal period premiums should have
19 been calculated at Plaintiff's regular rate of pay, incorporating all non-
20 discretionary remuneration earned into the calculation of the regular rate. Thus,
21 Plaintiff is owed additional meal period premium pay based on the correct, higher
22 regular rate of pay. To date, Plaintiff has yet to receive the underpaid meal period
23 premium wages owed. Thus, Defendants are liable for waiting time penalties
24 under Labor Code § 203. Furthermore, Defendants issued defective wage
25 statements to Plaintiff. Specifically, Plaintiff's wage statements identified the
26 employer as "Amazon.com Services Inc.," which is not registered to do business in
27 California, nor, on information and belief, did Defendants register it as a fictitious
28 business name. As such, Plaintiff is a member of the Class and has suffered the

1 alleged violations of California Labor Code §§ 201-203, 226, 226.7, and 512, and
2 the applicable IWC Wage Orders.

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

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

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

1 claims of the individual members of the Class are not sufficiently large to warrant
2 vigorous individual prosecution considering all of the concomitant costs and
3 expenses.

4 29. Such a pattern, practice and uniform administration of corporate
5 policy regarding illegal employee compensation described herein is unlawful and
6 creates an entitlement to recovery by Plaintiff and the Class identified herein, in a
7 civil action, for unpaid wages, including interest thereon, applicable penalties,
8 reasonable attorneys' fees, and costs of suit according to the mandate of California
9 Labor Code §§ 201-203 and 218.5, the applicable IWC Wage Orders, and Code of
10 Civil Procedure § 1021.5.

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

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

20 **FIRST CAUSE OF ACTION**

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

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

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

26 33. At all relevant times, Defendants failed in their affirmative obligation
27 to ensure that Plaintiff and Class members, had the opportunity to take and were
28 provided with off-duty meal periods in accordance with the mandates of the

1 California Labor Code and the applicable IWC Wage Order. At all relevant times,
2 Plaintiff and Class members were suffered and permitted to work through legally
3 required meal breaks and were denied the opportunity to take their off-duty meal
4 breaks. As such, Defendants are responsible for paying premium compensation for
5 missed meal periods pursuant to Labor Code § 226.7 and the applicable IWC
6 Wage Order. Defendants, as a matter of corporate policy and procedure, failed to
7 pay such premium compensation at the correct, regular rate of pay for each meal
8 period Plaintiff and the Class members missed.

9 34. Specifically, Labor Code § 226.7(c) states that “the employer shall
10 pay the employee one additional hour of pay at the employee’s regular rate of
11 compensation for each workday that the meal or rest or recovery period is not
12 provided.” Throughout their employment, Plaintiff and Class members earned
13 non-discretionary remuneration, including shift differential wages. Such non-
14 discretionary forms of remuneration, however, were not included in the regular rate
15 of pay for purposes of paying meal period premium pay. Instead, the meal period
16 premium was paid at the base rate of pay. As such, Plaintiff and Class members
17 are owed additional meal period premium pay.

18 35. At all relevant times, Plaintiff and Class members regularly worked in
19 excess of five (5) hours per day and accordingly had a right to take a 30-minute
20 meal period each day worked in excess of five (5) hours.

21 36. Such a pattern, practice, and uniform administration of corporate
22 policy as described herein is unlawful and creates an entitlement to recovery by
23 Plaintiff and the Class members identified herein, in a civil action, for the unpaid
24 balance of the unpaid premium compensation pursuant to Labor Code §§ 226.7 and
25 512, and the applicable IWC Wage Order, including interest thereon, penalties, and
26 costs of suit.

27 37. Plaintiff is informed and believes, and based thereon alleges, that
28 Defendants’ willful failure to provide all meal period premium wages due and

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

38. As explained by the California Supreme Court in *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1114, 155 P.3d 284, 297 (2007), Section 226.7's "plain language, the administrative and legislative history, and the compensatory purpose of the remedy compel the conclusion that the 'additional hour of pay' (ibid.) is a premium wage intended to compensate employees, not a penalty." Thus, an employer's failure to pay all wages owed, pursuant to Section 226.7, subjects an employer to the penalties set forth in Labor Code § 203. As explained above, Defendant failed to properly calculate and pay meal period premium wages to putative class members, pursuant to Labor Code § 226.7, and thus is liable for waiting time penalties.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226

(BY PLAINTIFF, THE MEAL PERIOD CLASS AND THE WAGE STATEMENT CLASS AGAINST ALL DEFENDANTS)

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

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

41. As a result of the afore-referenced violations of Labor Code §§ 226.7 and 512, the wage statements issued to Plaintiff and the Meal Period Class failed to accurately identify the applicable rates of pay and the gross/net wages earned, in violation of Labor Code § 226.

42. In addition, and as a wholly separate violation, the wage statements Defendants issued to Plaintiff and the Wage Statement Class failed to include the legal name of the employer in violation of Labor Code § 226(a)(8). Instead, the wage statements provided to Plaintiff and the Wage Statement Class listed the employer as “Amazon.com Services, Inc.” which is not an active corporation in California. On information and belief, Defendants did not register this name as a fictitious business name either.

43. Defendants issued deficient wage statements to the Wage Statement Class for many years such that the distribution of wage statements without the information required by Labor Code § 226 was a knowing and intentional violation of the statute. On information and belief, Defendants have been advised by skilled lawyers and advisors regarding the requirements of the California Labor Code and the information that must be included in wage statements, which further supports a finding that Defendants acted knowingly and intentionally.’

44. The Wage Statement Class suffered injury as a result of Defendants’ violation of Labor Code § 226 because they were not able to promptly and easily determine the information required by the statute by reference to their wage statements alone. Thus, under Labor Code § 226(e), the Wage Statement Class members are “deemed to suffer injury” for purposes of Labor Code § 226(e) because they could not determine the proper gross and net wages and/or “the name and address of the legal entity that is the employer....” Because of these unlawful acts, the Wage Statement Class suffered harm because of Defendant’s violation of Labor Code § 226, which entitles them to penalties under the Labor Code.

45. Plaintiff specifically suffered harm because he could not promptly and easily determine the information required by Labor Code § 226 by reference to his wage statements alone. For example, he could not determine the legal name of his employer because Defendants identified “Amazon.com Services, Inc.,” as his employer, but this is not an active entity in California. Similarly, he could not

1 determine his gross and net wages because the information provided on his wage
2 statements did not specify the accurate rate of pay in light of Defendants' failure to
3 pay meal period premium wages at the proper rate of pay.

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

9 **THIRD CAUSE OF ACTION**

10 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*** 11 **(BY PLAINTIFF AND THE MEAL PERIOD CLASS AGAINST ALL** 12 **DEFENDANTS)**

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

15 48. Defendants, and each of them, have engaged and continue to engage
16 in unfair and unlawful business practices in California by practicing, employing
17 and utilizing the employment practices outlined above, include, to wit, by failing to
18 pay employees meal period premiums at the correct regular rate of pay that
19 included all non-discretionary remuneration, in violation of Labor Code §§ 201-
20 203, 226.7, and 512.

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

25 50. Plaintiff does not have an adequate remedy at law, absent a claim
26 under the UCL. The four-year statute of limitations provided for a claim under the
27 UCL, permits Plaintiff recover restitution for unpaid wages for four years prior to
28 the filing of this Action. However, without the remedy provided by the UCL,

1 Plaintiff would be limited to recover unpaid wages for three years prior to the
 2 filing of this Action. Accordingly, absent the remedies provided by the UCL,
 3 Plaintiff will be unable to recover restitution for an additional year, thus leaving
 4 Plaintiff without an adequate remedy at law.

5 51. Section 17205 of the UCL provides, “Unless otherwise expressly
 6 provided, the remedies or penalties provided by this chapter are cumulative to each
 7 other and to the remedies or penalties available under all other laws of this state.”
 8 Thus, the purpose of the UCL is to provide cumulative remedies to those provided
 9 by state law, as recognized by the Ninth Circuit in *Moore v. Mars Petcare US, Inc.*,
 10 966 F.3d 1007, 1021 (9th Cir. 2020).

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

18 **FOURTH CAUSE OF ACTION**

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

20 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED** 21 **EMPLOYEES, AGAINST ALL DEFENDANTS)**

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

24 54. Plaintiff bring this cause of action as a proxy for the State of
 25 California and in this capacity, seek penalties on behalf of all Aggrieved
 26 Employees from April 6, 2019, through the present, for Defendants’ violations of
 27 Labor Code §§ 201-203, 226, 226.7, and 512, arising from Defendants’ failure to
 28 properly calculate the regular rate of pay for purposes of paying meal period

1 premiums and provide accurate itemized wage statements.

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

7 56. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery
8 of any and all applicable civil penalties for Defendants’ violation of Labor Code §§
9 201-203, 226, 226.7, and 512, for the time period described above, on behalf of
10 himself and other Aggrieved Employees.

11 **PRAYER FOR RELIEF**

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

- 15 1. For an order certifying the proposed Class;
- 16 2. For an order appointing Plaintiff as the representative of the Class as
17 described herein;
- 18 3. For an order appointing counsel for Plaintiff as Class counsel;
- 19 4. Upon the First Cause of Action, for damages and/or penalties pursuant
20 to California Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys’
21 fees;
- 22 5. Upon the Second Cause of Action, penalties pursuant to California
23 Labor Code § 226, and for costs and attorneys’ fees;
- 24 6. Upon the Third Cause of Action, for restitution to Plaintiff and other
25 similarly situated members of the general public of all funds unlawfully acquired
26 by Defendants by means of any acts or practices declared by this Court to be in
27 violation of Business and Professions Code § 17200, *et seq.*, for the time periods
28 described above;

1 7. Upon the Fourth Cause of Action, for civil penalties according to
2 proof pursuant to Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and
3 attorneys' fees;

4 8. On all causes of action, for attorneys' fees and costs as provided by
5 California Labor Code §§ 218.5, 226, and 2699 and Code of Civil Procedure §
6 1021.5; and

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

9
10 DATED: August 16, 2021

DIVERSITY LAW GROUP, P.C.

11
12 By: /s/ Max W. Gavron

Larry W. Lee

13 Max W. Gavron

14 Attorneys for Plaintiff and the Class
15
16
17
18
19
20
21
22
23
24
25
26
27
28