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

LESLIE OLIVARES, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

ODYSSEY HEALTHCARE OPERATING A,
L.P., a Delaware limited partnership; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 37-2020-00039092-CU-OE-CTL

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT:**

- (1) Unpaid Sick Pay (Lab. Code §§ 201-204, 246)**
- (2) Unpaid Overtime (Lab. Code §§ 510, 1198)**
- (3) Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**
- (4) Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)**
- (5) Violations of the California Labor Code (Lab. Code §§ 2698 et seq.)**

DEMAND OVER \$25,000.00

1 On behalf of herself and other similarly situated current and former employees of Defendants,
2 and as a proxy for the State of California, Plaintiff, Leslie Olivares, submits this Class and
3 Representative Action Complaint against Odyssey Healthcare Operating A, L.P., and Does 1 through
4 50 (collectively, “Defendants”).

5 INTRODUCTION

6 1. This class and representative action challenges systemic illegal employment practices
7 resulting in violations of the California Labor Code against individuals who worked for Defendants.
8 The Complaint seeks damages, restitution, penalties, and other relief for Defendants’ violations of
9 Labor Code sections 201-202, 204, 226, 246, 510, and 1198, and seeks penalties, damages, and other
10 relief pursuant to, among other provisions, Labor Code sections 203, 210, 218, 218.5, 218.6, 248.5,
11 558, 1194, and 2698 *et seq.*, and the Unfair Competition Law, codified at Business and Professions
12 Code sections 17200 *et seq.* (the “UCL”).¹

13 2. Plaintiff is informed and believes that Defendants have jointly and severally acted
14 intentionally and with deliberate indifference and conscious disregard to the rights of employees by
15 failing to pay sick pay at the regular rate of pay, failing to pay overtime wages at one and one-half
16 times (or double-time wages at two times) the regular rate of pay, and failing to provide accurate
17 itemized wage statements.

18 3. Defendants routinely fail to pay sick pay at the regular rate of pay and routinely fail to
19 pay all overtime at one-and-one-half times (and double-time wages at two times) the regular rate of
20 pay. Specifically, Plaintiff and other non-exempt employees earn non-discretionary remuneration in
21 addition to their base hourly wages that Defendants fail to consider when calculating their regular rates of
22 pay. For example, Defendants fail to consider “on-call” pay when calculating Plaintiff and other non-
23 exempt employees’ regular rates of pay. Rather than pay sick pay at the regular rate of pay, Defendants
24 underpay sick pay to Plaintiff and other non-exempt employees at their base rates of pay. Likewise,
25 because Defendants fail to consider all non-discretionary compensation, including on-call pay, when
26 calculating Plaintiff and other non-exempt employees’ regular rates of pay, Defendants underpay overtime
27 and double-time wages to Plaintiff and other non-exempt employees. Moreover, based on Defendants’

28

¹ Except as otherwise noted, all “Section” references are to the Labor Code.

1 wage statements, Defendants do not even pay two times a miscalculated regular rate of pay for double-
2 time wages and instead pay straight-time wages only for double-time work. Defendants thus routinely
3 fail to timely pay Plaintiff and other non-exempt employees all due sick pay, overtime, and double-time
4 wages, which are neither timely paid during employment nor timely paid upon termination of
5 employment.

6 4. As a result of the above practices and Defendants' miscalculation of the regular rate of
7 pay, Defendants also routinely fail to provide itemized wage statements that show accurate hourly rates
8 of pay, gross wages earned, and net wages earned. Independent of Defendants' miscalculation of the
9 regular rate of pay, Defendants also routinely issue wage statements that show that the double-time rate
10 as the base hourly rate of pay. Finally, Defendants also routinely fail to provide wage statements that
11 accurately itemize or show the total hours worked by Plaintiff and other non-exempt employees. Even
12 when the hours shown on the wage statements are added up, the sum does not equal the total hours
13 worked.

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

17 6. The policies, practices, and customs of Defendants resulted in unjust enrichment of
18 Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of
19 the Labor Code.

20 JURISDICTION AND VENUE

21 7. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of
22 Defendants' violations of Sections 201-202, 204, 226, 246, 510, and 1198, and the UCL.

23 8. Venue is proper as Defendants employed Plaintiff in San Diego, California.

24 PARTIES

25 9. In or about May of 2013, Plaintiff began working for Defendants as a nurse and has
26 worked in California for Defendants for 30 or more days within a year. Until she quit working for
27 Defendants in 2020, Plaintiff was paid on an hourly basis as a non-exempt employee who regularly
28 worked more than eight hours in a workday and 40 hours in a workweek. Plaintiff regularly earned non-

1 discretionary remuneration in addition to her base hourly wages, including on-call pay, that Defendants
2 failed to consider when calculating her regular rate of pay. Defendants, however, paid Plaintiff sick pay at
3 her base hourly rate of pay. Likewise, Defendants did not consider such earnings when calculating
4 Plaintiff's regular rate of pay for purposes of paying overtime and double-time wages to Plaintiff.
5 According to the wage statements Defendants provided to Plaintiff, she was not even paid two times a
6 miscalculated regular rate of pay for her double-time hours and instead pay straight-time wages only for
7 double-time work. Plaintiff was provided wage statements that failed to itemize and show accurate
8 hourly rates of pay, gross wages earned, net wages earned, and total hours worked. Plaintiff thus is a
9 victim of the policies, practices, and customs of Defendants complained of in this action in ways that
10 have deprived her of the rights guaranteed by the Labor Code and the UCL.

11 10. Plaintiff is informed and believes that Odyssey Healthcare Operating A, L.P. was and is
12 a Delaware limited partnership and that at all times herein mentioned it and Does 1 through 50, were
13 and are business entities, individuals, or partnerships that were and are licensed to do business and
14 actually doing business in the State of California. Based upon all the facts and circumstances incident
15 to Defendants' business, Defendants are subject to Sections 201-202, 204, 226, 246, 510, and 1198.

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

22 12. At all times herein mentioned, each of said Defendants participated in the doing of the
23 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of
24 the other Defendants, as well as the agents of all Defendants, and were acting within the course and
25 scope of said agency and employment.

26 13. Plaintiff is informed and believes that at all times material hereto, each of said
27 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,
28 each of the other Defendants and was acting within the course and scope of such agency, employment,

1 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by
2 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or
3 omissions of the acting Defendants.

4 14. Plaintiff is informed and believes that at all times material hereto each of the Defendants
5 (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the
6 alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in
7 pursuance of, a joint venture, partnership, or common enterprise.

8 CLASS ACTION ALLEGATIONS

9 15. **Definition:** Pursuant to Code of Civil Procedure section 382. Plaintiff seeks class
10 certification of the following classes and sub-classes: (i) all current and former non-exempt employees
11 of Defendants in the State of California since May 2, 2016, who were paid sick pay in workweeks in
12 which they earned on-call pay or other non-discretionary remuneration in addition to their base hourly (the
13 “Sick Pay Class”); (ii) all current and former non-exempt employees of Defendants in the State of
14 California since May 2, 2016, who were paid overtime or double-time wages in workweeks in which
15 they earned on-call pay or other non-discretionary remuneration in addition to their base hourly wages (the
16 “Overtime Class”); (iii) all current and former non-exempt employees of Defendants in the State of
17 California since May 2, 2016, who were paid double-time wages (the “Overtime Sub-Class/Double-
18 Time Class”); (iv) all current and former non-exempt employees of Defendants in the State of
19 California since May 2, 2019, who were paid sick pay, overtime, or double-time wages in workweeks
20 in which they earned on-call pay or other non-discretionary remuneration in addition to their base hourly
21 wages (the “Wage Statement Class”); and (v) all current and former non-exempt employees of
22 Defendants in the State of California since May 2, 2019, who were paid double-time wages (the “Wage
23 Statement Sub-Class”). The Sick Pay Class, Overtime Class and Sub-Class, and Wage Statement Class
24 and Sub-Class are collectively referred to as the “Class.”

25 16. **Numerosity and Ascertainability:** The members of the Class are so numerous that
26 joinder of all members would be impractical, if not impossible. The identities of the members of the
27 Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is
28

1 informed and believes that Defendants violated Sections 201-202, 204, 226, 246, 510, and 1198, and
2 the UCL against Plaintiff and other employees.

3 17. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
4 represent fairly and adequately the interests of the Class. Plaintiff's attorneys are ready, willing, and
5 able to fully and adequately represent Plaintiff and the Class. Plaintiff's attorneys have prosecuted and
6 settled wage-and-hour class actions in the past and continue to litigate numerous wage-and-hour class
7 actions currently pending in California state and federal courts.

8 18. **Common Question of Law and Fact:** There are predominant common questions of law
9 and fact and a community of interest among the claims of Plaintiff and of the Class. Plaintiff is
10 informed and believes that Defendants uniformly administer a corporate policy and practice of to pay
11 sick pay at the regular rate of pay, failing to pay overtime wages at one and one-half times (or double-
12 time wages at two times) the regular rate of pay, and failing to provide accurate itemized wage
13 statements.

14 19. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
15 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the
16 Class suffered. As with other members of the Class, Plaintiff regularly earned non-discretionary
17 remuneration in addition to her base hourly wages, including on-call pay, that Defendants failed to consider
18 when calculating her regular rate of pay. Plaintiff, however, was paid sick pay at her base hourly rate of
19 pay and was paid overtime at 1.5 times her base hourly rate of pay, not regular rate of pay. Plaintiff also
20 was provided wage statements that failed to itemize and show accurate hourly rates of pay, gross wages
21 earned, net wages earned, and total hours worked. Plaintiff thus is a member of the Class and has
22 suffered the alleged violations of the Labor Code.

23 20. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
24 in establishing minimum working conditions and requirements in California. These labor standards
25 protect employees from onerous terms and conditions of employment or exploitation by employers who
26 have superior economic and bargaining power.

27 21. The nature of this action and the format of laws available to Plaintiff and members of the
28 Class 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 they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Requiring each member of the Class 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 or current employer for real and justifiable fear of retaliation and permanent damage to their careers at their current or subsequent employment.

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

23. Defendants' pattern, practice, and uniform administration of corporate policy unlawfully violates the Labor Code. Proof of a common business practice or factual pattern will establish the rights of Plaintiff and the Class to recover underpaid wages, including sick pay and overtime, interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit, pursuant to Sections 201-204, 210, 218, 218.5, 218.6, 226, 246, 248.5, 510, 558, 1194, 1198, and 2698 et seq., applicable IWC Wage Orders, the UCL, and Code of Civil Procedure section 1021.5.

24. This action is brought for the benefit of the Class, which 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 Defendant.

FIRST CAUSE OF ACTION

Unpaid Sick Pay (Lab. Code §§ 201-204, 246)

(By Plaintiff and the Sick Pay Class Against All Defendants)

25. The preceding paragraphs are re-alleged and incorporated by this reference.

1 26. Section 246 provides that an employee is entitled to sick pay wages for use of accrued
2 sick leave. An employer must calculate paid sick leave by using one of two calculations: (i) “Paid sick
3 time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the
4 workweek in which the employee uses paid sick time, whether or not the employee actually works
5 overtime in that workweek,” or (ii) “Paid sick time for nonexempt employees shall be calculated by
6 dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
7 hours worked in the full pay periods of the prior 90 days of employment.”

8 27. Defendants paid Plaintiff and the Sick Pay Class for sick leave at the incorrect rate of
9 pay. Defendants paid Plaintiff and the Sick Pay Class at the base hourly rate of pay, as opposed to the
10 regular rate of pay, which would take into account all non-discretionary remuneration in addition to their
11 base hourly wages, including on-call pay, or by dividing the employees’ total wages, not including
12 overtime premium pay, by the employees’ total hours worked in the full pay periods of the prior 90
13 days of employment, as required by Section 246. This resulted in underpayments of sick pay to Plaintiff
14 and the Sick Pay Class.

15 28. Moreover, Section 201 provides if an employer discharges an employee, the wages
16 earned and unpaid at the time of discharge are due and payable immediately. Section 202 provides that
17 an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or
18 her employment, unless the employee has given seventy-two (72) hours previous notice of his or her
19 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.
20 Section 203 provides that if an employer willfully fails to pay wages owed in accordance with Sections
21 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the
22 same rate until paid, but the wages shall not continue for more than thirty (30) days. Section 204
23 generally provides that wages are due and payable twice during each calendar month, on days
24 designated in advance by the employer as the regular paydays. Consistent with Section 204, Section
25 246 also provides that an employer shall provide payment for sick leave taken by an employee no later
26 than the payday for the next regular payroll period after the sick leave was taken.

27 29. As alleged herein and as a matter of policy and practice, Defendants routinely underpaid
28 sick pay to Plaintiff and the Sick Pay Class. Because Defendants did not pay or timely pay Plaintiff and

1 the Sick Pay Class all owing and underpaid sick pay wages, Defendants violated Sections 201-204,
2 246, and other Labor Code provisions. Defendants willfully failed to timely pay Plaintiff and the Sick
3 Pay Class all their wages due during employment and failed to timely pay all their wages due upon the
4 termination of their employment within the times prescribed by the Labor Code and are therefore
5 subject to applicable penalties, including a waiting time penalty pursuant to Section 203. On
6 information and belief, Defendants were advised by skilled lawyers and knew, or should have known,
7 of the mandates of the Labor Code as it relates to Plaintiff's allegations, especially since the California
8 Supreme Court has explained that "[c]ourts have recognized that 'wages' also include those benefits to
9 which an employee is entitled as a part of his or her compensation, including money, room, board,
10 clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103
11 (2007) (emphasis added).

12 30. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
13 entitles Plaintiff and the Sick Pay Class to underpaid sick pay, including interest thereon, applicable
14 penalties, including waiting time penalties, attorneys' fees, and costs of suit.

15 SECOND CAUSE OF ACTION

16 Unpaid Overtime (Lab. Code §§ 510, 1198)

17 (By Plaintiff and the Overtime Class and Sub-Class Against All Defendants)

18 31. The preceding paragraphs are re-alleged and incorporated by this reference.

19 32. Section 510 and the applicable IWC Wage Order provide that "[a]ny work in excess of
20 eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
21 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no
22 less than one and one-half times the regular rate of pay for an employee" and that "[a]ny work in excess
23 of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for
24 an employee." Section 1198 makes unlawful conditions of labor that are prohibited by the applicable
25 IWC Wage Order.

26 33. As a matter of policy and practice, Defendants permit Plaintiff and the Overtime Class
27 to work more than eight hours in a workday or 40 hours in a workweek without proper overtime pay.
28 Defendants routinely fail to pay all overtime and double-time wages due to Plaintiff and the Overtime

1 Class. Specifically, whenever Plaintiff and the Overtime Class earn non-discretionary remuneration in
2 addition to their base hourly wages, including on-call pay, Defendants do not consider such earnings or
3 properly calculate the regular rate of pay for overtime and double-time purposes.

4 34. As alleged herein and as a matter of policy and practice, Defendants routinely underpaid
5 overtime and double-time wages to Plaintiff and the Overtime Class. Because Defendants did not pay,
6 or timely pay, Plaintiff and the Overtime Class all owing and underpaid overtime and double-time
7 wages, Defendants willfully failed to timely pay Plaintiff and the Overtime Class all their wages due
8 during employment and failed to timely pay all their wages due upon the termination of their
9 employment within the times prescribed by the Labor Code. On information and belief, Defendants
10 were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code
11 as it relates to Plaintiff's allegations. By not timely paying Plaintiff and the Overtime Class all due
12 wages during employment and all due wages upon the separation of employment, Defendants thus
13 violated Sections 201-204 and owe applicable penalties, including waiting time penalties, to Plaintiff
14 and the Overtime Class.

15 35. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
16 entitles Plaintiff and the Overtime Class to underpaid overtime and double-time wages, including
17 interest thereon, applicable penalties, including waiting time penalties, attorneys' fees, and costs of suit.

18 **THIRD CAUSE OF ACTION**

19 **Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**

20 **(By Plaintiff and the Wage Statement Class and Sub-Class Against All Defendants)**

21 36. The preceding paragraphs are re-alleged and incorporated by this reference.

22 37. Section 226(a) requires an employer to furnish to its employees itemized wage
23 statements that show accurate information, including without limitation, all applicable hourly rates in
24 effect during the pay period, gross wages earned, net wages earned, and total hours worked.

25 38. As a matter of policy and practice and because of Defendants' sick pay and overtime
26 violations, Defendants failed to provide accurate itemized wage statements to Plaintiff and the Wage
27 Statement Class. Specifically, Defendants failed to furnish Plaintiff and the Wage Statement Class with
28 itemized wage statements that accurately showed all applicable hourly rates, gross wages earned, and net

1 wages earned, including all sick pay, overtime, and double-time wages. As a matter of policy and practice
2 and independent of Defendants' miscalculation of the regular rate of pay, Defendants also routinely
3 provide wage statements that show that the double-time rate as the base hourly rate of pay. Finally, and
4 also as a matter of policy and practice, Defendants routinely provide wage statements that fail to
5 accurately itemize or show the total hours worked by Plaintiff and the Wage Statement Sub-Class. Even
6 when the hours shown on the wage statements are added up, the sum does not equal the total hours
7 worked.

8 39. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
9 entitles Plaintiff and the Wage Statement Class and Sub-Class to recover applicable penalties,
10 attorneys' fees, and costs of suit.

11 **FOURTH CAUSE OF ACTION**

12 **Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)**

13 **(By Plaintiff and the Class Against All Defendants)**

14 40. The preceding paragraphs are re-alleged and incorporated by this reference.

15 41. Plaintiff is informed and believes that at Defendants have engaged and continue to
16 engage in unfair and unlawful business practices in California by utilizing the employment policies and
17 practices alleged herein in violation of Sections 204, 246, 510, and 1198.

18 42. As alleged herein, Defendants uniformly administer a corporate policy and practice of
19 routinely failing to pay sick pay at the regular rate of pay and failing to pay overtime wages at one and
20 one-half times (or double-time wages at two times) the regular rate of pay. Defendants' utilization of
21 such unfair and unlawful business practices constitutes unfair and unlawful competition and provides
22 an unfair advantage over Defendants' competitors, as proscribed by the UCL. Defendants have
23 deprived Plaintiff and the Class the minimum working condition standards and conditions due to them
24 under the Labor Code and applicable IWC Wage Orders.

25 43. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
26 entitles Plaintiff and the Class to full restitution of all resulting monies withheld, acquired, or converted
27 by Defendants, including interest thereon, attorneys' fees, and costs of suit.

1 **FIFTH CAUSE OF ACTION**

2 **Violations of the California Labor Code (Lab. Code §§ 2698 et seq.)**

3 **(By Plaintiff and Aggrieved Employees Against All Defendants)**

4 44. The preceding paragraphs are re-alleged and incorporated by this reference.

5 45. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698
6 *et seq.* (“PAGA”), Plaintiff brings this cause of action as a proxy for the State of California. In this
7 capacity, Plaintiff seeks penalties for Defendants’ Labor Code violations committed since May 2, 2019,
8 against all aggrieved employees.

9 46. As alleged herein, Defendants violate Sections 201-202, 204, 226, 246, 510, and 1198
10 by failing to pay sick pay at the regular rate of pay, failing to pay overtime wages at one and one-half
11 times (or double-time wages at two times) the regular rate of pay, and failing to provide accurate
12 itemized wage statements. Under Section 2699(c), Plaintiff is an “aggrieved employee,” as one or more
13 of the alleged violations was committed against Plaintiff as an employee of Defendants.

14 47. On or about October 20, 2020, Plaintiff sent written notice to the Labor & Workforce
15 Development Agency (“LWDA”) of specific facts and theories for Defendants’ Labor Code violations.
16 Plaintiff simultaneously sent written notice to Defendants via certified mail. As of the date of the filing
17 of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the
18 allegations in the written notice.

19 48. As such, pursuant to Section 2699(a) and (f), Plaintiff seeks recovery of all applicable
20 civil penalties for Defendants’ Labor Code violations against all aggrieved employees for the alleged
21 period.

22 **PRAYER FOR RELIEF**

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

- 25 1. For an order certifying the proposed Class;
26 2. For an order appointing Plaintiff as the representative of the Class;
27 3. For an order appointing Counsel for Plaintiff as Class Counsel;
28

1 4. Upon the First Cause of Action for damages, including unpaid sick pay and interest
2 thereon, applicable penalties, and costs and attorneys' fees pursuant to Sections 203, 210, 218, 218.6,
3 and 248.5;

4 5. Upon the Second Cause of Action for damages, including unpaid overtime and interest
5 thereon, applicable penalties, and costs and attorneys' fees pursuant to Sections 203, 210, 218, 218.6,
6 512, and 1194;

7 6. Upon the Third Cause of Action for applicable penalties and costs and attorneys' fees
8 pursuant to Section 226;

9 7. Upon the Fourth Cause of Action for restitution of all funds unlawfully acquired by
10 Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon,
11 and for costs and attorneys' fees;

12 8. Upon the Fifth Cause of Action for penalties pursuant to Sections 210, 226.3, 248.5,
13 558, 1197.1, and 2699, and for costs and attorneys' fees;

14 9. Upon each cause of action for attorneys' fees and costs as provided by Sections 218.5,
15 226, 1194, and 2699, and Code of Civil Procedure section 1021.5; and

16 10. For such other and further relief that the Court may deem just and proper.

17 DATED: October 27, 2020

DIVERSITY LAW GROUP, P.C.

18 By: 
19 _____

Larry W. Lee

Simon L. Yang

Attorneys for Plaintiff