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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ASHLEY LOYA, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

PACIFIC DENTAL SERVICES, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2100285

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE §§ 226.7
AND 512;**
- (2) VIOLATION OF LABOR CODE §§ 201-
203;**
- (3) VIOLATION OF LABOR CODE § 226(a);**
- (4) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.*;
AND**
- (5) VIOLATION OF LABOR CODE § 2698,
*ET SEQ.***

DEMAND OVER \$25,000.00

FILED
Superior Court of California
County of Riverside
1/7/2021
L. Melendrez
Electronically Filed

1 Plaintiff Ashley Loya (“Plaintiff”), hereby submits this Class Action Complaint against
2 Defendant Pacific Dental Services, LLC (“Defendant”) and Does 1-50 (hereinafter collectively
3 referred to as “Defendants”), as an individual and on behalf of the Class of all other similarly
4 situated current and former employees of Defendants for penalties and/or damages for failure to
5 properly calculate the regular rate of pay for purposes of paying meal period premiums and sick
6 pay, pay all wages owed upon separation of employment, and provide accurate itemized wage
7 statements under California Labor Code statutes, and restitution for unfair business practices in
8 violation of Business and Professions Code § 17200, *et seq.*, as follows:

9 **INTRODUCTION**

10 1. This class action is within the Court’s jurisdiction under California Labor Code
11 §§ 201-203, 204, 226(a), 226.7, 246, 512, and 2698, *et seq.*, the California Industrial Welfare
12 Commission’s (“IWC”) Wage Orders, and the California Unfair Competition Law (the “UCL”),
13 codified at California Business and Professions Code § 17200, *et seq.*

14 2. This Complaint challenges systemic illegal employment practices resulting in
15 violations of the California Labor Code and Business and Professions Code against employees of
16 Defendants.

17 3. Plaintiff is informed and believes and based thereon alleges 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 properly calculate the regular rate of pay for
20 purposes of paying meal period premiums and sick pay, pay all wages owed upon separation of
21 employment, and provide accurate itemized wage statements to Plaintiff and the Class.

22 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
23 engaged in, among other things a system of willful violations of the California Labor Code,
24 Business and Professions Code and applicable IWC Wage Orders by creating and maintaining
25 policies, practices and customs that knowingly deny employees the above stated rights and
26 benefits.

27 5. The policies, practices and customs of Defendants described above and below
28 have resulted in unjust enrichment of Defendants and an unfair business advantage over

1 businesses that routinely adhere to the strictures of the California Labor Code and the California
2 Business and Professions Code.

3 **JURISDICTION AND VENUE**

4 6. The Court has jurisdiction over the violations of the California Labor Code
5 §§ 201-203, 204, 226(a), 226.7, 246, 512, and 2698, *et seq.*, and the UCL.

6 7. Venue is proper in Riverside County because Defendants maintain operations in
7 Riverside County.

8 **PARTIES**

9 8. Plaintiff was employed by Defendants as a benefits coordinator from about
10 September 11, 2019, until on or about November 24, 2020. Plaintiff worked as an hourly, non-
11 exempt employee.

12 9. Plaintiff was and is the victim of the policies, practices, and customs of
13 Defendants complained of in this action in ways that have deprived her of the rights guaranteed
14 by California Labor Code §§ 201-203, 204, 226(a), 226.7, 246, 512, and 2698, *et seq.*, the
15 applicable IWC Wage Orders, and the UCL.

16 10. Plaintiff is informed and believes and based thereon alleges that Defendant
17 Pacific Dental Services, LLC was and is a Delaware limited liability company doing business in
18 the County of Riverside, providing dental services.

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

22 12. As such, and based upon all the facts and circumstances incident to Defendants'
23 business in California, Defendants are subject to California Labor Code §§ 201-203, 204, 226(a),
24 226.7, 246, 512, and 2698, *et seq.*, the IWC Wage Orders, and the UCL.

25 13. Plaintiff does not know the true names or capacities, whether individual, partner
26 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
27 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
28 complaint when the true names and capacities are known. Plaintiff is informed and believes and

1 based thereon alleges that each of said fictitious Defendants were responsible in some way for
2 the matters alleged herein and proximately caused Plaintiff and members of the general public
3 and class to be subject to the illegal employment practices, wrongs and injuries complained of
4 herein.

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

10 15. Plaintiff is informed and believes and based thereon alleges that at all times
11 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
12 joint venturer of, or working in concert with each of the other co-defendants and was acting
13 within the course and scope of such agency, employment, joint venture, or concerted activity.
14 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
15 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
16 Defendants.

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

20 17. At all times herein mentioned, the acts and omissions of various Defendants, and
21 each of them, concurred and contributed to the various acts and omissions of each and all of the
22 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
23 herein mentioned, Defendants, and each of them, ratified each and every act or omission
24 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
25 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
26 the damages as herein alleged.

27 **CLASS ACTION ALLEGATIONS**

28 18. **Definition:** The named individual Plaintiff seeks class certification, pursuant to

California Code of Civil Procedure § 382, of the following classes (collectively, “Class”):

- a. All current and former non-exempt employees of Defendants in the State of California, who were paid “MealBreak Pnlty” premiums and non-discretionary wages, including but not limited to shift differential wages, during the same workweek, at any time from July 13, 2016, through the present (the “Meal Period Class”);
- b. All current and former non-exempt employees of Defendants in the State of California who were paid non-discretionary wages, including but not limited to shift differential wages, and sick pay during the same workweek, and whose employment ended at any time from July 13, 2017, through the present (the “Sick Pay Class”);
- c. All current and former non-exempt employees of Defendants in the State of California who were paid shift differential wages at any time from July 13, 2019, through the present (the “Shift Differential Wage Statement Class”); and
- d. All current and former non-exempt employees of Defendants in the State of California who were paid “OT Premium” wages, at any time from July 13, 2019, through the present (the “OT Premium Wage Statement Class”).

19. **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 meal period premiums at the correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code §§ 226.7, and 512; (b) failed to pay employees sick pay at the correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code §§ 201-204 and 246; (c) failed to provide accurate itemized wage statements, in violation of Labor Code § 226(a); and (d) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

1 20. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
2 necessary steps to represent fairly and adequately the interests of the Class defined above.
3 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and
4 individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
5 actions in the past and currently have a number of wage-and-hour class actions pending in
6 California courts.

7 21. Defendants uniformly administered a corporate policy, practice of: (a) failing to
8 pay meal period premiums at the correct regular rate of pay that included all non-discretionary
9 remuneration, in violation of Labor Code §§ 226.7, and 512; (b) failing to pay employees sick
10 pay at the correct regular rate of pay that included all non-discretionary remuneration, in
11 violation of Labor Code §§ 201-204 and 246; (c) failing to provide accurate itemized wage
12 statements, in violation of Labor Code § 226(a); and (d) engaging in Unfair Business Practices in
13 violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

14 22. **Common Question of Law and Fact:** There are predominant common questions
15 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
16 concerning Defendants' policy and practice of: (a) failing to pay meal period premiums at the
17 correct regular rate of pay that included all non-discretionary remuneration, in violation of Labor
18 Code §§ 226.7, and 512; (b) failing to pay employees sick pay at the correct regular rate of pay
19 that included all non-discretionary remuneration, in violation of Labor Code §§ 201-204 and
20 246; (c) failing to provide accurate itemized wage statements, in violation of Labor Code
21 § 226(a); and (d) engaging in Unfair Business Practices in violation of the UCL, the California
22 Labor Code, and the applicable IWC Wage Orders.

23 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
24 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
25 manner as the Class members. As with other non-exempt employees, Plaintiff routinely earned
26 non-discretionary remuneration such as shift differential wages. During periods when Plaintiff
27 worked shifts of 5 hours or more and was denied the opportunity to take an off-duty meal break
28 of at least 30 minutes, Plaintiff was not paid meal period premium compensation at the correct

1 rate of pay. The premium compensation was paid at Plaintiff's base rate of pay and did not
2 include all earned non-discretionary remuneration in the regular rate of pay. Similarly, sick pay
3 was disbursed at Plaintiff's base rate of pay. As such, Plaintiff is owed additional meal period
4 premium and sick pay based on the correct, higher regular rate of pay. To date, Plaintiff has yet
5 to receive the underpaid meal period premium and sick pay owed to her. Thus, Defendants are
6 liable for waiting time penalties under Labor Code § 203. Furthermore, as a result of the
7 aforementioned meal period premium miscalculation and sick pay rate miscalculation, the wage
8 statements Plaintiff received identified incorrect hourly rates of pay and net and gross wages
9 earned, in violation of Labor Code § 226(a). As separate violations of Labor Code § 226, the
10 wage statements provided to Plaintiff did not identify the accurate total hours worked whenever
11 shift differential wages were paid and did not identify the correct rates of pay and number of
12 hours worked whenever "OT Premium" wages were paid. As such, Plaintiff is a member of the
13 Class and has suffered the alleged violations of California Labor Code §§ 201-203, 204, 226(a),
14 226.7, 246, and 512, and the applicable IWC Wage Orders.

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

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

1 current employer for real and justifiable fear of retaliation and permanent damage to their careers
2 at subsequent employment.

3 26. The prosecution of separate actions by the individual class members, even if
4 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
5 to individual Class members against Defendants and which would establish potentially
6 incompatible standards of conduct for Defendants, and/or (b) adjudications with respect to
7 individual Class members which would, as a practical matter, be dispositive of the interest of the
8 other Class members not parties to the adjudications or which would substantially impair or
9 impede the ability of the Class members to protect their interests. Further, the claims of the
10 individual members of the Class are not sufficiently large to warrant vigorous individual
11 prosecution considering all of the concomitant costs and expenses.

12 27. Such a pattern, practice and uniform administration of corporate policy regarding
13 illegal employee compensation described herein is unlawful and creates an entitlement to
14 recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid wages,
15 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit
16 according to the mandate of California Labor Code §§ 201-203, 218.5, and 226, the applicable
17 IWC Wage Orders, and Code of Civil Procedure § 1021.5.

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

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

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1 **FIRST CAUSE OF ACTION**

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

3 **(BY PLAINTIFF, THE CLASS, AND THE MEAL PERIOD CLASS AGAINST ALL**
4 **DEFENDANTS)**

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

7 31. At all relevant times, Defendants failed in their affirmative obligation to ensure
8 that Plaintiff and Meal Period Class Members had the opportunity to take and were provided
9 with off-duty meal periods in accordance with the mandates of the California Labor Code and
10 the applicable IWC Wage Order. At all relevant times, Plaintiff and Meal Period Class Members
11 were suffered and permitted to work through legally required meal breaks and/or were denied the
12 opportunity to take their off-duty meal breaks. As such, Defendants are responsible for paying
13 premium compensation for missed meal periods pursuant to Labor Code § 226.7 and the
14 applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure,
15 regularly failed to pay such premium compensation to Plaintiff and Meal Period Class Members
16 at the correct rate of pay.

17 32. Specifically, Labor Code § 226.7(c) states that “the employer shall pay the
18 employee one additional hour of pay at the employee’s regular rate of compensation for each
19 workday that the meal or rest or recovery period is not provided.” Throughout their
20 employment, Plaintiff and Meal Period Class Members earned non-discretionary remuneration,
21 including but not limited to shift differential wages. Such non-discretionary forms of
22 remuneration, however, were not included in the regular rate of pay for purposes of paying meal
23 period premium pay. Instead, the meal period premium was paid at the base rate of pay. As
24 such, Plaintiff and Meal Period Class Members are owed additional meal period premium pay.

25 33. At all relevant times, Plaintiff and the Meal Period Class Members regularly
26 worked in excess of five (5) hours per day and accordingly had a right to take a 30-minute meal
27 period each day worked in excess of five (5) hours.

28 34. Such a pattern, practice and uniform administration of corporate policy as

described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Meal Period Class Members identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon, penalties, and costs of suit.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants' willful failure to provide all meal period premium wages due and owing to Plaintiff and the Meal Period 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 Meal Period Class who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 201-203 AND 246

(BY PLAINTIFF, THE CLASS, AND THE SICK PAY CLASS AGAINST ALL DEFENDANTS)

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

37. Labor Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

38. Labor Code § 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

39. Labor Code § 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

40. Labor Code § 246 provides that an employee is entitled to receive sick time pay. The employer shall calculate paid sick leave by using one of two calculations: (1) "Paid sick

1 time for nonexempt employees shall be calculated in the same manner as the regular rate of pay
2 for the workweek in which the employee uses paid sick time, whether or not the employee
3 actually works overtime in that workweek;" or (2) "Paid sick time for nonexempt employees
4 shall be calculated by dividing the employee's total wages, not including overtime premium pay,
5 by the employee's total hours worked in the full pay periods of the prior 90 days of
6 employment."

7 41. Whenever Defendants paid Plaintiff and Sick Pay Class Members sick time
8 pursuant to California Labor Code § 246, Defendants did so at the incorrect rate of pay.
9 Defendants paid Plaintiff and Sick Pay Class Members at the base hourly rate of pay, as opposed
10 to the regular rate of pay, which would take into account all non-discretionary wages such as
11 shift differential wages, as required by Labor Code § 246. This resulted in the underpayment of
12 sick time, and resulted in violations of California Labor Code §§ 201, 202, and 203, and other
13 derivative Labor Code violations, because Defendants did not pay, or timely pay, Plaintiff and
14 Sick Pay Class Members all owing and unpaid wages for work performed by them during their
15 employment and at the end of their employment.

16 42. Defendants willfully failed to pay Plaintiff and Sick Pay Class Members all their
17 wages due, as alleged hereinabove and hereinafter, upon the termination of their employment
18 within the times prescribed by Labor Code §§ 201 and 202 and are therefore subject to a waiting
19 time penalty. Plaintiff and the Sick Pay Class Members are entitled to recover from Defendants
20 the statutory penalty for each day they were not paid at their regular hourly rate of pay, up to a
21 thirty (30) day maximum pursuant to California Labor Code § 203.

22 **THIRD CAUSE OF ACTION**

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

24 **(BY PLAINTIFF, THE CLASS, THE SHIFT DIFFERENTIAL WAGE STATEMENT** 25 **CLASS AND THE OT PREMIUM WAGE STATEMENT AGAINST ALL** 26 **DEFENDANTS)**

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

1 44. Defendants failed in their affirmative obligation to provide accurate itemized
2 wage statements. Defendants, as a matter of policy and practice, did not provide accurate
3 records in violation of Labor Code § 226(a) by failing to provide accurate payroll records to
4 employees.

5 45. Here, Plaintiff and the Class were paid hourly. As such, the wage statements
6 should have reflected the applicable hourly rates of pay and gross and net wages earned, pursuant
7 to Labor Code section 226(a). However, the wage statements provided to Plaintiff and other
8 employees failed to identify such information. More specifically, as a result of the
9 aforementioned violations of the Labor Code, said wage statements identified incorrect hourly
10 rates of pay and gross and net wages earned in violation of Labor Code § 226(a). Furthermore,
11 the wage statements did not identify the accurate total hours worked whenever shift differential
12 wages were paid and did not identify the correct rates of pay and number of hours worked when
13 “OT Premium” wages were paid.

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

19 **FOURTH CAUSE OF ACTION**

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

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

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

24 48. Defendants have engaged and continue to engage in unfair and unlawful business
25 practices in California by practicing, employing and utilizing the employment practices outlined
26 above, include, to wit, by failing to pay meal period premiums at the correct regular rate of pay
27 that included all non-discretionary remuneration, in violation of Labor Code §§ 226.7, and 512.

28 49. Defendants’ utilization of such unfair and unlawful business practices constitutes

1 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

2 50. Plaintiff seeks, individually and on behalf of other members of the Class similarly
3 situated, full restitution of monies, as necessary and according to proof, to restore any and all
4 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
5 complained of herein.

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

12 **FIFTH CAUSE OF ACTION**

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

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

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

18 53. Plaintiff brings this cause of action as a proxy for the State of California and in
19 this capacity, seeks penalties on behalf of all Aggrieved Employees from June 24, 2019, through
20 the present, for Defendants' violations of Labor Code §§ 201-203, 204, 226(a), 226.7, 246, and
21 512, arising from Defendants' policy and practice of: (a) failing to pay meal period premiums at
22 the correct regular rate of pay that included all non-discretionary remuneration, in violation of
23 Labor Code §§ 226.7, and 512; (b) failing to pay employees sick pay at the correct regular rate of
24 pay that included all non-discretionary remuneration, in violation of Labor Code §§ 201-204 and
25 246; and (c) failing to provide accurate itemized wage statements, in violation of Labor Code
26 § 226(a).

27 54. On or about December 21, 2020, Plaintiff sent written notice to the California
28 Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code

1 §§ 201-203, 204, 226(a), 226.7, 246, and 512, pursuant to Labor Code § 2698, *et seq.*, the Private
2 Attorneys General Act (“PAGA”). To date, the LWDA has not responded to Plaintiff’s written
3 notice.

4 55. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
5 and all applicable civil penalties for Defendants’ violation of Labor Code §§ 201-203, 204,
6 226(a), 226.7, 246, and 512, for the time period described above, on behalf of herself and other
7 Aggrieved Employees.

8 **PRAYER FOR RELIEF**

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

- 11 1. For an order certifying the proposed Class;
- 12 2. For an order appointing Plaintiff as the representative of the Class as described
13 herein;
- 14 3. For an order appointing counsel for Plaintiff as Class Counsel;
- 15 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
16 California Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys’ fees;
- 17 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
18 California Labor Code §§ 201-203, and for costs and attorneys’ fees pursuant to Labor Code
19 § 218.5;
- 20 6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as
21 set forth in California Labor Code § 226(a), and for costs and attorneys’ fees;
- 22 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly
23 affected members of the general public of all funds unlawfully acquired by Defendants by means
24 of any acts or practices declared by this Court to be in violation of Business and Professions
25 Code § 17200, *et seq.*, for the time periods described above;
- 26 8. Upon the Fifth Cause of Action, for civil penalties according to proof pursuant to
27 Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys’ fees;
- 28 9. On all causes of action, for attorneys’ fees and costs as provided by California

1 Labor Code §§ 218.5, 226, and 2699, and Code of Civil Procedure § 1021.5; and

2 10. For such other and further relief as the Court may deem just and proper.

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4 DATED: January 7, 2021

DIVERSITY LAW GROUP, P.C.

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6 By: 

Larry W. Lee

7 Max W. Gavron

8 Attorneys for Plaintiff and the Class
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