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County of San Diego

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By Lee McAlister, Deputy Clerk

Attorneys for Plaintiff, the Class, and Aggrieved Employees

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

JAIME MOEN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GENENTECH, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 37-2021-00008619-CU-OE-CTL

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) VIOLATION OF LABOR CODE §§ 510,
558, AND 1194;
- (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

1 Plaintiff Jaime Moen (“Plaintiff”) hereby submits this Class and Representative Action
2 Complaint (“Complaint”) against Defendant Genentech, Inc. (“Defendant”), and Does 1-50
3 (collectively, “Defendants”), as an individual and on behalf of all other similarly situated current
4 and former employees of Defendants for penalties and/or damages under the California Labor
5 Code and the California Business & Professions Code, for failure to pay all overtime wages,
6 failure to pay sick pay wages, and failure to provide accurate itemized wage statements, as
7 follows:

8 **INTRODUCTION**

9 1. This Complaint is within the Court’s jurisdiction under California Labor Code
10 §§ 201-204, 226(a), 246, 510, 558, 1194, and 2698, *et seq.*, the California Industrial Welfare
11 Commission’s (“IWC”) Wage Orders, and the California Unfair Competition Law (the “UCL”),
12 California Business & Professions Code § 17200, *et seq.*

13 2. This Complaint challenges systemic illegal employment practices resulting in
14 violations of the California Labor Code and the UCL against employees of Defendants.

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 pay all overtime wages owed, failing to pay
18 sick pay wages, and failing to keep accurate records as to Plaintiff and other employees.

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

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

28 ///

1 **JURISDICTION AND VENUE**

2 6. The Court has jurisdiction over the violations of the California Labor Code
3 §§ 201-204, 226(a), 246, 510, 558, 1194, and 2698, *et seq.*, and the UCL.

4 7. Venue is proper in San Diego County, because Defendant operates a business
5 facility in this County, and Plaintiff worked for Defendant in this County, specifically in
6 Oceanside, California.

7 **PARTIES**

8 8. Plaintiff is a former employee of Defendant. Plaintiff was employed by
9 Defendant as a Lead Process Master Mechanic from about 2008 to on or about November 4,
10 2020. Throughout his employment with Defendant, Plaintiff was a non-exempt employee, and
11 was paid hourly.

12 9. During his employment with Defendant, Plaintiff regularly worked overtime and
13 was paid non-discretionary remuneration, including without limitation, bonuses, incentives, and
14 shift differentials, thus increasing his regular rate of pay. Said bonuses, incentives, and shift
15 differentials included, but are not limited, to “Roche Annual Bonus,” “Applause Award,”
16 “Lead,” “Swing, Sat AND Sun,” “Swing, Sat, OR Sun,” and “Night, Sat OR Sun” wages.

17 10. During his employment with Defendant, Plaintiff was also paid wages for sick
18 time.

19 11. Plaintiff was and is the victim of the policies, practices, and customs of
20 Defendants complained of in this action in ways that have deprived him of the rights guaranteed
21 by California Labor Code §§ 201-204, 226(a), 246, 510, 558, 1194, and 2698, *et seq.*, the UCL
22 and the applicable IWC Wage Orders.

23 12. Plaintiff is informed and believes and based thereon alleges that Defendant was
24 and is a Delaware corporation doing business in the State of California. Defendant is a
25 biotechnology company that conducts research and develops medicines. Defendant operates
26 several business facilities in the State of California, including a facility in San Diego County.

27 13. Plaintiff is informed and believes and based thereon alleges that at all times herein
28 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and

1 partnerships, licensed to do business and actually doing business in the State of California.

2 14. As such, and based upon all the facts and circumstances incident to Defendants'
3 business in California, Defendants are subject to California Labor Code §§ 201-204, 226, 246,
4 510, 558, 1194, and 2698, *et seq.*, the IWC Wage Orders, and the UCL.

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

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

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

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

28 19. At all times herein mentioned, the acts and omissions of various Defendants, and

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

7 **CLASS ACTION ALLEGATIONS**

8 20. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
9 California Code of Civil Procedure § 382, of the following Classes:

10 a. All current and former non-exempt employees of Defendants in the State
11 of California who earned overtime wages and non-discretionary remuneration, including without
12 limitation, bonuses, incentives and shift differentials, in the same workweek, at any time during
13 September 2, 2016, to the present (the “Overtime Regular Rate Class”); and

14 b. All non-exempt employees of Defendants in the State of California who
15 earned non-discretionary remuneration, including without limitation, bonuses, incentives, shift
16 differentials, and sick pay in the same workweek, and whose employment ended (either
17 voluntarily or involuntarily) at any time from September 2, 2017, through the present (the “Sick
18 Pay Class”).

19 21. Plaintiff reserves the right to propose additional classes and/or subclasses, and/or
20 amend the above class definitions upon further discovery and investigation.

21 22. **Numerosity and Ascertainability:** The members of the Classes are so numerous
22 that joinder of all members would be impractical, if not impossible. The identity of the members
23 of the Classes is readily ascertainable by review of Defendants’ records, including payroll
24 records. Plaintiff alleges that Defendants: (a) failed to pay employees overtime wages at the
25 correct regular rate of pay, in violation of Labor Code §§ 201-203, 510, 558, and 1194; (b) failed
26 to pay sick pay at the correct regular rate of pay, in violation of Labor Code §§ 201-203 and 246;
27 (c) failed to provide accurate itemized wage statements, in violation of Labor Code § 226(a); and
28 (d) engaged in unfair business practices in violation of the California Labor Code, the UCL, and

1 the applicable IWC Wage Orders.

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

8 24. Defendants uniformly administered a corporate policy and practice of: (a) failing
9 to pay employees overtime wages at the correct regular rate of pay, in violation of Labor Code
10 §§ 201-203, 510, 558, and 1194; (b) failing to pay sick pay at the correct regular rate of pay, in
11 violation of Labor Code §§ 201-203 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 California Labor Code, the UCL, and the applicable IWC Wage Orders.

14 25. Plaintiff is informed and believes, and based thereon alleges, that this corporate
15 conduct is accomplished with the advance knowledge and designed intent to willfully and
16 intentionally fail to accurately record hourly rates of pay, hours worked, gross wages earned, and
17 net wages earned.

18 26. **Common Question of Law and Fact:** There are predominant common questions
19 of law and fact and a community of interest amongst Plaintiff and the claims of the Classes
20 concerning Defendants' policy and practice of: (a) failing to pay employees overtime wages at
21 the correct regular rate of pay, in violation of Labor Code §§ 201-203, 510, 558, and 1194; (b)
22 failing to pay sick pay at the correct regular rate of pay, in violation of Labor Code §§ 201-203
23 and 246; (c) failing to provide accurate itemized wage statements, in violation of Labor Code §
24 226(a); and (d) engaging in unfair business practices in violation of the California Labor Code,
25 the UCL, and the applicable IWC Wage Orders.

26 27. **Typicality:** The claims of Plaintiff are typical of the claims of all class members
27 in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner
28 as class members. As with all other non-exempt employees of Defendants, Plaintiff earned non-

1 discretionary remuneration, including without limitation, various bonuses, incentives, and shift
2 differentials. Said bonuses, incentives, and shift differentials included, but are not limited, to
3 “Roche Annual Bonus,” “Applause Award,” “Lead,” “Swing, Sat AND Sun,” “Swing, Sat, OR
4 Sun,” and “Night, Sat OR Sun” wages. During workweeks when Plaintiff worked in excess of
5 eight hours in a workday and/or forty hours in a workweek and received said non-discretionary
6 remuneration in that same workweek, Defendants failed to correctly calculate Plaintiff’s regular
7 rate of pay for the purposes of paying overtime. In this regard, Defendants failed to include any
8 non-discretionary remuneration earned into the calculation of the regular rate. Rather, Defendant
9 calculated the regular rate of pay for overtime pay based on Plaintiff’s base hourly rate of pay.
10 Thus, Plaintiff is owed additional overtime pay based on the correct, higher regular rate of pay
11 that accounted for all non-discretionary remuneration that Plaintiff earned in the same
12 workweek. Additionally, as with other Sick Pay Class Members, Plaintiff was underpaid sick
13 pay wages. Specifically, whenever sick pay was paid to Plaintiff, it was paid at Plaintiff’s base
14 rate of pay rather than the correct, higher regular rate of pay that included any non-discretionary
15 remuneration. To date, Plaintiff has yet to receive the underpaid sick pay wages and overtime
16 wages owed to him. Thus, Defendant is liable for waiting time penalties under Labor Code §
17 203. Moreover, due to Defendants’ miscalculation of the regular rate of pay for purposes of
18 paying overtime and sick pay referenced above, the wage statements provided to Plaintiff did not
19 reflect the accurate overtime and sick pay rates of pay, gross wages earned, and net wages
20 earned, in violation of Labor Code § 226(a). As such, Plaintiff is a member of the Classes and
21 has suffered the alleged violations of California Labor Code §§ 201-203, 226(a), 246, 510, 558,
22 and 1194, and the UCL.

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

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

11 30. The prosecution of separate actions by the individual class members, even if
12 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
13 to individual class members against Defendants and which would establish potentially
14 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
15 individual class members which would, as a practical matter, be dispositive of the interest of the
16 other class members not parties to the adjudications or which would substantially impair or
17 impede the ability of the class members to protect their interests. Further, the claims of the
18 individual class members are not sufficiently large to warrant vigorous individual prosecution
19 considering all of the concomitant costs and expenses.

20 31. Such a pattern, practice and uniform administration of corporate policy regarding
21 illegal employee compensation described herein is unlawful and creates an entitlement to
22 recovery by the Plaintiff and the Classes identified herein, in a civil action, for all applicable
23 penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate
24 of California Labor Code §§ 201-203, 218.5, 226(a), 510, 558, and 1194, and Code of Civil
25 Procedure § 1021.5.

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

33. The Overtime Regular Rate Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Overtime Regular Rate 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 §§ 510, 558, AND 1194

**(BY PLAINTIFF AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL
DEFENDANTS)**

34. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 33 as though fully set forth herein.

35. This cause of action is brought pursuant to Labor Code § 510, which requires an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

36. As a pattern and practice, Defendants suffered and permitted employees to work in excess of eight hours in a workday and/or over 40 hours in a workweek without proper overtime pay. During workweeks where Plaintiff and Class Members worked overtime and earned non-discretionary remuneration, including without limitation, bonuses, incentives, and shift differentials, in the same workweek, Defendants failed to properly calculate the regular rate of pay for purposes of paying overtime.

37. In particular, Defendants failed to factor any non-discretionary remuneration earned into the calculation of the regular rate of pay for purposes of paying overtime wages. Rather, overtime wages were paid to Plaintiff and Class Members based only on the base hourly rate of pay without inclusion of any non-discretionary remuneration into the regular rate of pay. As a result of such policy and practice, Defendants underpaid overtime wages to Plaintiff and the Class and thus owe additional overtime wages.

38. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to

1 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
2 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
3 to the mandate of California Labor Code §§ 218.5, 510, 558, and 1194.

4 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
5 willful failure to provide all overtime wages due and owing to Plaintiff and Class Members upon
6 separation from employment results in a continued payment of wages up to thirty (30) days from
7 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
8 separated from employment from Defendants are entitled to compensation pursuant to Labor
9 Code § 203.

10 **SECOND CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE §§ 201-203**

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

13 40. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 39 as
14 though fully set forth herein.

15 41. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees be
16 "calculated in the same manner as the regular rate of pay for the workweek in which the
17 employee uses paid sick time, whether or not the employee actually works overtime in that
18 workweek."

19 42. Labor Code § 246(l)(2) further provides that paid sick time for non-exempt
20 employees be "calculated by dividing the employee's total wages, not including overtime
21 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
22 of employment."

23 43. Defendants violated Labor Code § 246 by failing to pay sick pay at the regular
24 rate of pay. Plaintiff and Class Members routinely earned non-discretionary incentive wages,
25 including without limitation, bonuses, incentives, and shift differentials, thereby increasing their
26 regular rates of pay to amounts that were higher than their base rates of pay. However, whenever
27 sick pay was paid to Plaintiff and Class Members, it was paid at their base rates of pay rather
28 than the correct, higher regular rates of pay, as required under Labor Code § 246.

44. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Class Members their correct wages and accordingly owe waiting time penalties pursuant to Labor Code § 203. Further, Plaintiff is informed and believes and based thereon alleges that such failure to pay sick pay at the correct regular rate was willful, such that Plaintiff and Class Members whose employment has separated are entitled to waiting time penalties pursuant to Labor Code §§ 201-203.

THIRD CAUSE OF ACTION

46. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 45 as though fully set forth herein.

48. As a result of Defendants' violations of Labor Code §§ 510, 558, and 1194 as identified above, the wage statements issued to Plaintiff and Overtime Regular Rate Class Members intentionally did not accurately identify the correct overtime wage rates, gross wages earned, and net wages earned, in violation of Labor Code § 226(a)(1), (a)(5), and (a)(9).

1 49. Moreover, as a result of Defendants’ violations of Labor Code §§ 201-203 and
2 246 as identified above, the wage statements issued to Plaintiff and Sick Pay Class Members
3 intentionally did not accurately identify the correct sick pay wage rates, gross wages earned, and
4 net wages earned, in violation of Labor Code § 226(a)(1), (a)(5), and (a)(9).

5 50. The issuance of inaccurate wage statements caused “injury” under Labor Code §
6 226(e) to Plaintiff and Class Members as they cannot accurately verify and/or calculate their
7 wages. Without identifying the hourly rates of pay, gross wages, and net wages earned on the
8 wage statements, Plaintiff and Class Members cannot determine whether they were accurately
9 paid wages each particular pay period based on information provided in the four corners of the
10 wage statements alone.

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

16 **FOURTH CAUSE OF ACTION**

17 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***
18 **(BY PLAINTIFF AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL**
19 **DEFENDANTS)**

20 52. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 51 as
21 though fully set forth herein.

22 53. Defendants, and each of them, have engaged and continue to engage in unfair and
23 unlawful business practices in California by practicing, employing and utilizing the employment
24 practices outlined above, including by failing to pay employees overtime wages at the correct
25 regular rate of pay in violation of Labor Code §§ 510, 558, and 1194.

26 54. Defendants’ utilization of such unfair and unlawful business practices constitutes
27 unfair and unlawful competition and provides an unfair advantage over Defendants’ competitors.

28 55. Plaintiff seeks, individually and on behalf of other members of the Class similarly

1 situated, full restitution of monies, as necessary and according to proof, to restore any and all
2 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
3 complained of herein.

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

10 **FIFTH CAUSE OF ACTION**

11 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE §**
12 **2698, *ET SEQ.***

13 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL**
14 **DEFENDANTS)**

15 57. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 56 as
16 though fully set forth herein.

17 58. Plaintiff brings this cause of action as a proxy for the State of California and in
18 this capacity, seeks penalties on behalf of all Aggrieved Employees from July 27, 2019, through
19 the present, for Defendants' violations of Labor Code §§ 201-204, 226(a), 246, 510, 558, and
20 1194, arising from Defendants' following misconduct as alleged above: (a) failure to pay
21 Plaintiff and Aggrieved Employees overtime wages at the correct regular rate of pay that
22 included non-discretionary remuneration, in violation of Labor Code §§ 201-203, 510, 558, and
23 1194; (b) failure to pay Plaintiff and Aggrieved Employees sick pay at the correct regular rate of
24 pay, in violation of §§ 201-204 and 246; and (c) failure to provide accurate itemized wage
25 statements to Plaintiff and Aggrieved Employees, in violation of Labor Code § 226(a).

26 59. Because of Defendants' above-stated Labor Code violations, Plaintiff is an
27 "aggrieved employee" as defined in Labor Code § 2699(a). As such, Plaintiff brings this cause
28 of action on behalf of the State of California for violations committed against all similarly

1 situated Aggrieved Employees of Defendants.

2 60. On or about January 21, 2021, Plaintiff sent written notice to the California Labor
3 & Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201-
4 204, 226(a), 246, 510, 558, and 1194, pursuant to Labor Code § 2698, *et seq.*, the Private
5 Attorney General Act (“PAGA”). As of the date of the filing of this Complaint, the LWDA has
6 yet to provide notice to Plaintiff as to whether it intends to investigate the Labor Code violations
7 provided for in Plaintiff’s written notice.

8 61. In addition to the LWDA, Plaintiff also sent his written notice to Defendant via
9 certified mail according to Labor Code § 2699.3.

10 62. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
11 applicable civil penalties for Defendants’ violations of Labor Code §§ 201-204, 226(a), 246, 510,
12 558, and 1194, for the time period described above, on behalf of himself and all other Aggrieved
13 Employees.

14 **PRAYER FOR RELIEF**

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

- 17 1. For an order certifying the proposed Classes;
- 18 2. For an order appointing Plaintiff as the representative of the Classes as described
19 herein;
- 20 3. For an order appointing counsel for Plaintiff as Class Counsel;
- 21 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
22 California Labor Code §§ 201-203, 218.5, 510, 558 and 1194, and for costs and attorneys’ fees;
- 23 5. Upon the Second Cause of Action, for unpaid wages and/or penalties pursuant to
24 Labor Code §§ 201-203, and for costs and attorneys’ fees;
- 25 6. Upon the Third Cause of Action, for damages and/or penalties pursuant to statute
26 as set forth in California Labor Code § 226, and for costs and attorneys’ fees;
- 27 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly
28 affected members of the general public of all funds unlawfully acquired by Defendants by means

1 of any acts or practices declared by this Court to be in violation of Business & Professions Code
2 § 17200, *et seq.*;

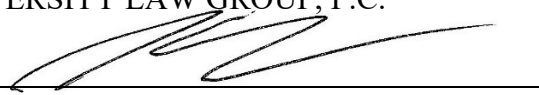
3 8. Upon the Fifth Cause of Action, for the full amount of civil penalties pursuant to
4 the Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

5 9. On all causes of action, for attorneys' fees and costs as provided by California
6 Labor Code §§ 218.5, 226, 510, 558, 1194, and 2698, *et seq.*, and Code of Civil Procedure §
7 1021.5; and

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

10 DATED: March 1, 2021

DIVERSITY LAW GROUP, P.C.

11 By: 

12 Larry W. Lee

Mai Tulyathan

13 Attorneys for Plaintiff, the Class, and Aggrieved
14 Employees
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