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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

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

Plaintiff,

vs.

KIDS CARE DENTAL & ORTHODONTICS, a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 34-2021-00296816

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

- (1) Unpaid Minimum Wages
(Lab. Code §§ 1182.12, 1197)
- (2) Unpaid Overtime
(Lab. Code §§ 510, 1198)
- (3) Inaccurate Itemized Wage Statements
(Lab. Code § 226(a));
- (4) Unreimbursed Business Expenses
(Lab. Code §§ 450, 2802)
- (5) Unfair or Unlawful Business Practices
(Bus. & Prof. Code §§ 17200 et seq.); and
- (6) Violations of the California Labor Code
(Lab. Code §§ 2698 et seq.)

DEMAND OVER \$25,000.00

BY FAX

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, Wendle Brandt, submits this First Amended Class
3 and Representative Action Complaint (the “Complaint”) against Defendant, Kids Care Dental &
4 Orthodontics, and Does 1 through 50 (collectively, “Defendants”).

5 INTRODUCTION

6 1. This class and representative action challenges systemic employment practices resulting
7 in violations of the California Labor Code against individuals who worked for Defendants. The
8 Complaint addresses Defendants’ violations of Labor Code sections 201-204, 226, 450, 510, 1182.12,
9 1197, 1198, and 2802, and seeks penalties, damages, and other relief pursuant to, among other
10 provisions, Labor Code sections 203, 210, 218, 218.5, 218.6, 226.3, 558, 1194, 1194.2, 1197.1, and
11 2698 et seq., and the Unfair Competition Law, codified at Business and Professions Code sections
12 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 and timely pay all wages due, including minimum wages and overtime wages, failing to
16 provide accurate itemized wage statements, and failing to reimburse all work-related expenses,
17 including those for the required purchase, cleaning, and maintenance of work uniforms.

18 3. Defendants routinely fail to pay all wages, including minimum wages and overtime
19 wages, for all hours worked, including the time that Plaintiff and other non-exempt employees spend to
20 boot up their computers at work and the time they spend to maintain their work uniforms. First, Plaintiff
21 and other non-exempt employees are required to boot up Defendants’ computers and access an ADP
22 application to clock in and clock out for their work hours. In order to be able to clock in and clock out,
23 Plaintiff and other non-exempt employees have to boot up Defendants’ computers and start the ADP
24 application, which takes anywhere between 5 and 15 minutes each day, which we were not paid for.
25 Second, Plaintiff and other non-exempt employees also are required to maintain and clean their work
26 uniforms on their own time, without the payment of any wages for the time spent maintaining and
27 cleaning their uniforms. Moreover, because Plaintiff and other non-exempt employees are not paid all of

28

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

1 their wages, they also are neither timely paid their wages during employment nor timely paid their
2 wages upon separation of employment. Similarly, as a result of Defendants' failure to pay for all hours
3 worked, Plaintiff and other non-exempt employees also receive itemized wage statements that
4 inaccurately state the total hours worked, number of hours worked at each applicable hourly rate, gross
5 wages earned, and net wages earned.

6 4. Defendants also routinely fail to reimburse Plaintiff and other employees for work-
7 related expenses, including for example for the costs associated with the purchase, cleaning, and
8 maintenance of their work uniforms. Specifically, Defendants require Plaintiff and other employees to
9 purchase work uniforms with Defendants' logo. Plaintiff and other employees are not reimbursed for
10 the costs of the work uniforms, which must be purchased from Defendants. Plaintiff and other
11 employees also must maintain and clean the work uniforms, but they also are not reimbursed for the
12 costs of maintaining and cleaning the work uniforms.

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

16 6. The policies, practices, and customs of Defendants result in unjust enrichment of
17 Defendants and an unfair business advantage over businesses that comply with the Labor Code.

18 **JURISDICTION AND VENUE**

19 7. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of
20 Defendants' violations of Sections 201-204, 226, 450, 510, 1182.12, 1197, 1198, and 2802, and the
21 UCL.

22 8. Venue is proper in the County of Sacramento. Defendant is located in Rancho Cordova,
23 California.

24 **PARTIES**

25 9. Plaintiff began working for Defendants in or about March of 2016. Until her
26 employment as a Dental Patient Coordinator ended in or about December of 2020, Plaintiff was paid on
27 an hourly basis as a non-exempt employee. Plaintiff was required to purchase from Defendants a work
28 uniform with Defendants' logo and to maintain and clean the work uniform on her own time and at her

1 own expense. Plaintiff was not reimbursed for the costs of purchasing, maintaining, or cleaning her
2 work uniform. When Plaintiff reported to work, she also was required to spend 5 to 15 minutes per day
3 booting up Defendants' computers then accessing an ADP application before being able to clock in to
4 report her work hours. Plaintiff was neither timely paid nor ever paid minimum wages or overtime
5 wages for her work time spent maintaining and cleaning her work uniform or for her work time booting
6 up Defendants' computers and accessing the ADP application. Plaintiff also received itemized wage
7 statements that inaccurately stated her total hours worked, number of hours worked at each applicable
8 hourly rate, gross wages earned, and net wages earned. Plaintiff thus is a victim of the policies,
9 practices, and customs of Defendants complained of in this action in ways that have deprived her of the
10 rights guaranteed by the Labor Code and the UCL.

11 10. Plaintiff is informed and believes that at all times herein mentioned named defendants
12 and Does 1 through 50, were and are corporations, business entities, individuals, or partnerships that are
13 and were licensed to do business and actually doing business in the State of California. Based upon all
14 the facts and circumstances incident to Defendants' business, Defendants are subject to Sections 201-
15 204, 226, 450, 510, 1182.12, 1197, 1198, and 2802, and the UCL.

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 names
19 and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was
20 responsible in some way for the matters alleged herein and proximately caused the illegal employment
21 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: (i) all current and former non-exempt employees of Defendants in the State of
11 California at any time since September 21, 2016 (the “Unpaid Wage Class”); (ii) all current and former
12 non-exempt employees of Defendants in the State of California who worked more than eight hours in a
13 day or 40 hours in a week at any time since September 21, 2016 (the “Overtime Class”); and (iii) all
14 current and former employees of Defendants in the State of California at any time since September 21,
15 2016, who purchased a work uniform (the “Uniform Class”). The Unpaid Wage Class, Overtime Class,
16 and Uniform Class, are collectively referred to as the “Class.”

17 16. **Numerosity and Ascertainability:** The members of the Class are so numerous that
18 joinder of all members would be impractical, if not impossible. The identities of the members of the
19 Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is
20 informed and believes that Defendants violate Sections 201-204, 226, 450, 510, 1182.12, 1197, 1198,
21 and 2802, and the UCL against Plaintiff and the Class by failing to pay and timely pay all wages due,
22 failing to provide accurate itemized wage statements, and failing to reimburse all work-related
23 expenses, including those for the required purchase, cleaning, and maintenance of work uniforms.

24 17. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
25 represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready,
26 willing, and able to represent fully and adequately both Plaintiff and the Class. Plaintiff’s attorneys have
27 prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-
28 and-hour class actions currently pending in California state and federal courts.

1 18. **Common Question of Law and Fact:** There are predominant common questions of law
2 and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is
3 informed and believes that Defendants uniformly administer a corporate policy and practice of routinely
4 failing to (i) pay minimum wages and overtime wages (ii) timely pay all wages, (iii) provide accurate
5 itemized wage statements, and (iv) reimburse work-related expenses.

6 19. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
7 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class
8 suffered. As with other members of the Class, Plaintiff was required to purchase from Defendants a
9 work uniform with Defendants' logo and to maintain and clean the work uniform on her own time and
10 at her own expense. Plaintiff also was required to spend 5 to 15 minutes per day booting up Defendants'
11 computers then accessing an ADP application before being able to clock in to report her work hours.
12 Plaintiff was not reimbursed for the costs of purchasing, maintaining, or cleaning her work uniform,
13 neither timely paid nor ever paid minimum wages or overtime wages for her work time spent
14 maintaining and cleaning her work uniform or for her work time booting up Defendants' computers and
15 accessing the ADP application, and not provided accurate itemized wage statements. Plaintiff thus is a
16 member of the Class and has suffered the alleged violations of the Labor Code.

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

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

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

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

11 23. Defendants' pattern, practice, and uniform administration of corporate policy in violation
12 of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the
13 rights of Plaintiff and the Class under Sections 201-204, 210, 218, 218.5, 218.6, 226, 226.3, 450, 510,
14 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and 2698 et seq., applicable IWC Wage
15 Orders, the UCL, and Code of Civil Procedure section 1021.5, among other provisions, to recover
16 damages and restitution, including unpaid wages and interest thereon, applicable penalties, liquidated
17 damages, reasonable attorneys' fees, and costs of suit.

18 24. This action is brought for the benefit of the Class, which is commonly entitled to a
19 specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class
20 is commonly entitled to restitution of those funds being improperly withheld by Defendant.

21 **FIRST CAUSE OF ACTION**

22 **Unpaid Minimum Wages (Lab. Code §§ 1182.12 and 1197)**

23 **(By Plaintiff and the Unpaid Wage Class Against All Defendants)**

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

25 26. Sections 1182.12 and 1197 provide a minimum wage to be paid to employees and make
26 unlawful the payment of a lesser wage. The applicable IWC Wage Order defines compensable time as
27 "the time during which an employee is subject to the control of an employer, and includes all the time
28 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8,

§ 11040(2)(K) (defining “Hours Worked”). California law thus generally requires that employers pay employees at least the minimum wage for all hours worked.

27. As a matter of policy and practice, Defendants fail to pay at least minimum wage or any wage for all hours worked by Plaintiff and the Unpaid Wage Class, including the time that Plaintiff and the Unpaid Wage Class spend to boot up their computers at work and to maintain their work uniforms. First, Plaintiff and the Unpaid Wage Class are required to boot up Defendants’ computers and access an ADP application to clock in and clock out for their work hours. In order to be able to clock in and clock out, Plaintiff and the Unpaid Wage Class have to boot up Defendants’ computers and start the ADP application, which takes anywhere between 5 and 15 minutes each day. Second, Plaintiff and the Unpaid Wage Class are also required to maintain and clean work uniforms on their own time. As a matter of policy and practice, Plaintiff and the Unpaid Wage Class are not paid any wages for these hours worked. As such, Plaintiff and the Unpaid Wage Class are owed unpaid minimum wages.

28. Moreover, Section 204 provides that wages are generally due and payable no later than seven days after the end of a pay period or at least twice during each calendar month, on days designated in advance as the regular paydays. Section 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Section 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. Section 203 provides that if an employer willfully fails to pay wages owed in accordance with Sections 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.

29. Based on Defendants’ failure to pay all minimum wages to Plaintiff and the Unpaid Wage Class and as a matter of policy and practice, Defendants fail to timely pay all due wages and fail to timely pay all due wages upon separation of employment. On information and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as

1 it relates to Plaintiff's allegations. Because Defendants willfully fail to timely pay Plaintiff and the
2 Unpaid Wage Class all minimum wages due, Defendants are subject to applicable penalties.

3 30. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
4 entitles Plaintiff and the Unpaid Wage Class to recover unpaid minimum wages, including interest
5 thereon, liquidated damages, applicable penalties, including waiting time penalties, attorneys' fees, and
6 costs of suit.

7 **SECOND CAUSE OF ACTION**

8 **Unpaid Overtime (Lab. Code §§ 510 and 1198)**

9 **(By Plaintiff and the Overtime Class Against All Defendants)**

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

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

18 33. As discussed above and as a matter of policy and practice, Defendants fail to pay all
19 overtime wages for all overtime hours worked by Plaintiff and the Overtime Class, including overtime
20 hours that Plaintiff and the Unpaid Wage Class spend to boot up their computers at work and to
21 maintain their work uniforms. As a matter of policy and practice, Plaintiff and the Overtime Class are
22 not paid overtime wages when these hours worked result in more than eight hours of work in a workday
23 or 40 hours of work in a workweek. As such, Plaintiff and the Overtime Class are owed unpaid
24 overtime wages.

25 34. Moreover, Section 204 provides that wages are generally due and payable no later than
26 seven days after the end of a pay period or at least twice during each calendar month, on days
27 designated in advance as the regular paydays. Section 201 provides if an employer discharges an
28 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

1 Section 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours
2 after an employee quits his or her employment, unless the employee has given seventy-two (72) hours
3 previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages
4 at the time of quitting. Section 203 provides that if an employer willfully fails to pay wages owed in
5 accordance with Sections 201 and 202, then the wages of the employee shall continue as a penalty from
6 the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30)
7 days.

8 35. Based on Defendants' failure to pay all overtime wages to Plaintiff and the Overtime
9 Class and as a matter of policy and practice, Defendants fail to timely pay all due wages and fail to
10 timely pay all due wages upon separation of employment. On information and belief, Defendants were
11 advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it
12 relates to Plaintiff's allegations. Because Defendants willfully fail to timely pay Plaintiff and the
13 Overtime Class all overtime wages due, Defendants are subject to applicable penalties.

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

17 **THIRD CAUSE OF ACTION**

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

19 **(By Plaintiff, the Unpaid Wage Class, and the Overtime Class Against All Defendants)**

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

21 38. Section 226(a) requires an employer to furnish to its employees itemized wage
22 statements that show accurate information, including without limitation, the total hours worked, the
23 number of hours worked at each hourly rate, the gross wages earned, and the net wages earned.

24 39. As a result of Defendants' failure to pay for all hours worked and as a matter of policy
25 and practice since September 21, 2019, Defendants fail to furnish Plaintiff, the Unpaid Wage Class, and
26 the Overtime Class with itemized wage statements that accurately state the total hours worked, number
27 of hours worked at each applicable hourly rate, gross wages earned, and net wages earned.

1 40. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
2 entitles Plaintiff, the Unpaid Wage Class, and the Overtime Class to recover applicable penalties,
3 attorneys' fees, and costs of suit.

4 **FOURTH CAUSE OF ACTION**

5 **Unreimbursed Business Expenses (Lab. Code §§ 450, 2802)**

6 **(By Plaintiff and the Uniform Class Against All Defendants)**

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

8 42. Section 450(a) makes it unlawful for an employer to "compel or coerce any employee ...
9 to patronize his or her employer, or any other person, in the purchase of any thing of value." With
10 respect to work uniforms, the applicable IWC Wage Order provides:

11 When uniforms are required by the employer to be worn by the employee as a condition of
12 employment, such uniforms shall be provided and maintained by the employer. The term
 —uniform includes wearing apparel and accessories of distinctive design or color.

13 8 Cal. Code Regs. 11040 § 9(A).

14 43. Section 2802 requires that an employer must reimburse employees for all necessary
15 expenditures and losses incurred in the performance of their jobs. Section 2802 is intended to prevent
16 employers from placing their operating expenses and cost of doing business on employees. *Cochran v.*
17 *Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

18 44. As a matter of policy and practice, Defendants fail to reimburse Plaintiff and the
19 Uniform Class for necessary business expenses incurred in performing their work for Defendants,
20 including for example for the costs associated with the purchase, cleaning, and maintenance of their
21 work uniforms. Defendants require Plaintiff and the Uniform Class to purchase work uniforms with
22 Defendants' logo and to maintain and clean the work uniforms. Plaintiff and the Uniform Class are not
23 reimbursed for the costs of the work uniforms, which must be purchased from Defendants. Nor are they
24 reimbursed for the costs of maintaining and cleaning the work uniforms.

25 45. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
26 entitles Plaintiff and the Uniform Class to recover unreimbursed expenses, including interest thereon,
27 attorneys' fees, and costs of suit.

1 **FIFTH CAUSE OF ACTION**

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

3 **(By Plaintiff, Unpaid Wage Class, Overtime Class, and Uniform Class Against All Defendants)**

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

5 47. Plaintiff is informed and believes that Defendants have engaged and continue to engage
6 in unfair and unlawful business practices in California by utilizing the employment policies and
7 practices alleged herein, including the failure to pay and timely pay all wages due, including minimum
8 wages and overtime wages, and the failure to reimburse all work-related expenses, including those for
9 the required purchase, cleaning, and maintenance of work uniforms.

10 48. Defendants' utilization of such unfair and unlawful business practices constitutes unfair
11 or unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed
12 by the UCL. Defendants have deprived Plaintiff, the Unpaid Wage Class, the Overtime Class, and the
13 Uniform Class of the minimum working conditions and standards due to them under the Labor Code
14 and applicable IWC Wage Orders.

15 49. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
16 entitles Plaintiff, the Unpaid Wage Class, the Overtime Class, and the Uniform Class to full restitution
17 of all monies withheld, acquired, or converted by Defendants by means of the unfair practices
18 complained of herein, including interest thereon, attorneys' fees, and costs of suit.

19 **SIXTH CAUSE OF ACTION**

20 **Violation of Labor Code §§ 2698 et seq.**

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

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

23 51. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698
24 *et seq.* ("PAGA"), Plaintiff brings this cause of action as a proxy for the State of California. In this
25 capacity, Plaintiff seeks penalties for Defendants' violations of Sections 201-204, 226, 450, 510,
26 1182.12, 1197, 1198, and 2802, committed since September 21, 2019, against all aggrieved employees.
27 Under Section 2699(c), Plaintiff is an "aggrieved employee," as one or more of the alleged violations
28 was committed against Plaintiff as an employee of Defendants. As stated herein, Defendants fail to pay

1 and timely pay all wages due, including minimum wages and overtime wages, failing to provide
2 accurate itemized wage statements, and failing to reimburse all work-related expenses, including those
3 for the required purchase, cleaning, and maintenance of work uniforms.

4 52. On or about February 12, 2021, Plaintiff sent written notice to the Labor & Workforce
5 Development Agency (“LWDA”) of facts and theories for Defendants’ violations of Sections 201-204,
6 226, 510, 1182.12, 1197, and 1198. Plaintiff simultaneously sent written notice to Defendants via
7 certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor
8 indicated that it intends to investigate the allegations in the written notice.

9 53. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all
10 applicable penalties for Defendants’ violations against all aggrieved employees for the period described
11 above.

12 **PRAYER FOR RELIEF**

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

- 15 1. For an order certifying the proposed Class;
- 16 2. For an order appointing Plaintiff as the representative of the Class;
- 17 3. For an order appointing Counsel for Plaintiff as Class Counsel;
- 18 4. Upon the First Cause of Action for damages, including unpaid wages and interest
19 thereon, penalties, and liquidated damages pursuant to Sections 203, 210, 218.6, 1194, 1194.2, and for
20 costs and attorneys’ fees;
- 21 5. Upon the Second Cause of Action for damages, including unpaid wages, interest thereon,
22 and penalties pursuant to Sections 203, 210, 218.6, and 1194, and for costs and attorneys’ fees;
- 23 6. Upon the Third Cause of Action for penalties pursuant to Section 226, and for costs and
24 attorneys’ fees;
- 25 7. Upon the Fourth Cause of Action for damages, including interest thereon, pursuant to
26 Section 2802, and for costs and attorneys’ fees;

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

9. Upon the Sixth Cause of Action for penalties according to proof pursuant to Sections 210, 226.3, 558, 1197.1, and 2699, and for costs and attorneys' fees;

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

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

DATED: April 19, 2021

DIVERSITY LAW GROUP, P.C.

By: _____

Larry W. Lee
Simon L. Yang
Attorneys for Plaintiff