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FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

APR 05 2021

CLERK OF THE COURT

By: Angelica Sunga
ANGELICA SUNGA Deputy Clerk

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

CGC-21-590651

MEDHANIE GEBRU, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PLANNED LIFESTYLE SERVICES, INC., a
New Jersey corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.

**CLASS AND REPRESENTATIVE PAGA
ACTION COMPLAINT FOR:**

- (1) VIOLATION OF LABOR CODE § 226.7;
- (2) VIOLATION OF LABOR CODE §§ 226.7 and 512;
- (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 Medhanie Gebru (“Plaintiff”), hereby submits this Class and Representative
2 PAGA Action Complaint (“Complaint”) against Defendant Planned Lifestyle Services, Inc.
3 (“Defendant”), and Does 1-50 (collectively, “Defendants”), on behalf of himself and all other
4 similarly situated current and former employees of Defendants for damages and/or penalties for
5 failure to provide off-duty meal and rest periods, failure to pay all wages owed upon separation
6 of employment, failure to provide accurate itemized wage statements, and for unfair business
7 practices, in violation of the California Labor Code and the California Business & Professions
8 Code, as follows:

9 **INTRODUCTION**

10 1. This class and representative PAGA action is within the Court’s jurisdiction under
11 California Labor Code §§ 201-203, 226, 226.7, 512, and 2698, *et seq.*, the applicable Wage
12 Orders of the California Industrial Welfare Commission (“IWC”), and the California Unfair
13 Competition Law (the “UCL”), 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 the UCL against individuals who worked for
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 provide off-duty meal and rest periods,
20 failing to pay all wages owed upon separation of employment, and failing to provide accurate
21 itemized wage statements to Plaintiff and other employees that comply with the California Labor
22 Code.

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

businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

JURISDICTION AND VENUE

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

7. Venue is proper in San Francisco County because Defendants do business in San Francisco County, and Plaintiff worked for Defendants in San Francisco County.

PARTIES

8. Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from in or about August 2019 until on or about January 24, 2021. Throughout his employment with Defendant, Plaintiff worked as a security guard and was a non-exempt, hourly employee.

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

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant was and is a New Jersey corporation doing business in the State of California, and in the County of San Francisco. Plaintiff is informed and believes, and based thereon alleges, that Defendant provides building maintenance, concierge, security, and janitorial services to clients in the State of California.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7, 512, and 2698, *et seq.*, and the UCL.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this

1 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
2 based thereon alleges that each of said fictitious defendants were responsible in some way for the
3 matters alleged herein and proximately caused Plaintiff and members of the general public and
4 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

5 13. 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 14. 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 15. 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 16. 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, Defendants, and each of them, aided and
25 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
26 damages as herein alleged.

27 **CLASS ACTION ALLEGATIONS**

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

1 California Code of Civil Procedure § 382. Plaintiff proposes the following Class: All current
2 and former non-exempt employees of Defendants who were assigned to work and/or provided
3 services at any of Defendants' clients' locations in the State of California at any time during the
4 period of October 7, 2016 through the present (the "Class"). The Class also consists of the
5 following Sub-Classes:

6 a. All current and former non-exempt employees of Defendants who were assigned
7 to work and/or provided services at any of Defendants' clients' locations in the State of
8 California at any time during the period of October 7, 2016 through the present, who worked
9 more than five (5) hours in any shift ("Meal Period Sub-Class"); and

10 b. All current and former non-exempt employees of Defendants who were assigned
11 to work and/or provided services at any of Defendants' clients' locations in the State of
12 California at any time during the period of October 7, 2016 through the present, who worked
13 three and one-half (3.5) hours or more in any shift ("Rest Period Subclass").

14 18. Plaintiff reserves the right to further amend such the definitions of the Class and
15 Sub-Classes based upon further discovery.

16 19. **Numerosity and Ascertainability:** The members of the Class are so numerous
17 that joinder of all members would be impractical, if not impossible. The identity of the members
18 of the Class is readily ascertainable by review of Defendants' records, including payroll records.
19 Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to
20 authorize and permit duty-free rest periods, or provide rest period premium compensation in lieu
21 thereof, in violation of Labor Code § 226.7; (b) failed to provide duty-free meal periods, or
22 provide meal period premium compensation in lieu thereof, in violation of Labor Code §§ 226.7
23 and 512; (c) failed to provide accurate, itemized wage statements, in violation of Labor Code §
24 226(a); and (d) engaged in unfair business practices in violation of the California Labor Code,
25 the applicable IWC Wage Orders, and the UCL.

26 20. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
27 necessary steps to represent fairly and adequately the interests of the Class defined above.
28 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and the

individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California state and federal courts.

21. Defendants uniformly administered a corporate policy, practice of: (a) failing to authorize and permit duty-free rest periods, or provide rest period premium compensation in lieu thereof, in violation of Labor Code § 226.7; (b) failing to provide duty-free meal periods, or provide meal period premium compensation in lieu thereof, in violation of Labor Code §§ 226.7 and 512; (c) failing to provide accurate, itemized wage statements, in violation of Labor Code § 226(a); and (d) engaging in unfair business practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL

22. Plaintiff is informed and believes, and based thereon alleges, that Defendants had a consistent and uniform policy, practice and procedure of willfully failing to comply with Labor Code §§ 201-203. Plaintiff and other members of the Class did not secret or absent themselves from Defendants, not refuse to accept the earned and unpaid wages, including the premium pay for missed meal and rest periods, from Defendants. Accordingly, Defendants are liable for waiting time compensation for the unpaid wages to separated employees pursuant to California Labor Code § 203.

23. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Class concerning Defendant's policy and practice of: (a) failing to authorize and permit duty-free rest periods, or provide rest period premium compensation in lieu thereof, in violation of Labor Code § 226.7; (b) failing to provide duty-free meal periods, or provide meal period premium compensation in lieu thereof, in violation of Labor Code §§ 226.7 and 512; (c) failing to provide accurate itemized wage statements, in violation of Labor Code § 226(a); and (d) engaged in unfair business practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

24. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner

1 as the Class Members. In this regard, Plaintiff was not provided with off-duty meal and rest
2 periods required by California law. On numerous occasions, Plaintiff worked shifts that lasted
3 over 5 hours for Defendants, but was not provided with off-duty 30-minute meal periods. Nor
4 was Plaintiff provided with duty-free 10-minute rest periods for every 3.5 hours worked. Rather,
5 as with other Class Members, Plaintiff was required to remain on-duty on work premises, keep
6 his employer-issued communication device on during meal and rest breaks, and respond to any
7 calls received during said meal and rest breaks. Although Defendants should have paid meal and
8 rest period premium pay for the non-compliant meal and rest periods, Plaintiff did not receive
9 said premium pay, and thus did not receive all of his earned wages upon termination of
10 employment. Moreover, as a result of the violations above, Plaintiff was not provided with
11 accurate itemized wage statements that correctly identified the gross wages earned, net wages
12 earned, and premium pay for missed meal and rest breaks. As such, Plaintiff is a member of the
13 Class and has suffered the alleged violations of California Labor Code §§ 201-203, 226(a),
14 226.7, 512, and the applicable IWC Wage Orders.

15 25. The California Labor Code and upon which Plaintiff bases these claims are
16 broadly 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 26. 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 their vastly superior financial and legal resources. Requiring each class
27 member to pursue an individual remedy would also discourage the assertion of lawful claims by
28 employees who would be disinclined to file an action against their former and/or current

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

3 27. 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 the Defendants and which would establish potentially
6 incompatible standards of conduct for the 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 class members are not sufficiently large to warrant vigorous individual prosecution
11 considering all of the concomitant costs and expenses.

12 28. 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 Plaintiff and the Class identified herein, in a civil action, for applicable damages
15 and/or penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
16 California Labor Code §§ 201-203, 226, 226.7, 512, and Code of Civil Procedure § 1021.5.

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

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

24 **FIRST CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE § 226.7**

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

27 31. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 30 as
28 though fully set forth herein.

1 32. This cause of action is brought pursuant to Labor Code § 226.7, which requires an
2 employer to provide a duty-free, 10-minute rest period for every 4 hours worked, or major
3 fraction thereof.

4 33. Plaintiff and other Class Members regularly worked shifts of three and one-half
5 (3.5) hours or more per day, and accordingly had a right to take a 10-minute rest period each day.
6 Furthermore, Plaintiff and other Class Members who worked shifts of seven and one-half (7.5)
7 hours or more per day had a right to take a second 10-minute rest period.

8 34. At all relevant times, Defendants failed in their affirmative obligation to provide
9 Plaintiff and other Class Members with the opportunity to take rest periods in accordance with
10 the mandate of the California Labor Code and the applicable IWC Wage Order. As a pattern and
11 practice, Defendants suffered and permitted Plaintiff and Class Members to work through legally
12 required rest breaks and denied Plaintiff and Class Members the opportunity to take off-duty rest
13 breaks. Specifically, during their employment with Defendants, Plaintiff and Class Members
14 were required to remain on work premises, keep employer-issued communication devices on
15 during their rest breaks, and respond to any calls received during their rest breaks. As a result,
16 Plaintiff and Class Members remained on-duty during these purported rest breaks and
17 Defendants are responsible for paying premium compensation for missed rest breaks pursuant to
18 Labor Code § 226.7.

19 35. As a pattern and practice, Defendants regularly required Plaintiff and Class
20 Members to work through their rest periods without proper compensation and denied Plaintiff
21 and Class Members the right to take proper rest periods as required by law.

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

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

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

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 226.7 AND 512

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

38. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 37 as though fully set forth herein.

39. This cause of action is brought pursuant to Labor Code §§ 226.7 and 512, which requires an employer to provide a duty-free, 30-minute meal period within the first five (5) hours for shifts in excess of five (5) hours per day. An employer has the obligation to provide a second duty-free, 30-minute meal period for shifts in excess of ten (10) hours per day.

40. Plaintiff and Class Members regularly worked in excess of five (5) hours per day and accordingly had a right to take a 30-minute meal period each day worked in excess of five (5) hours. Furthermore, Plaintiff and Class Members who worked in excess of ten (10) hours per day had a right to take a second 30-minute meal period each day worked in excess of ten (10) hours.

41. At all relevant times, Defendants failed in their affirmative obligation to ensure that Plaintiff and Plaintiff and Class Members had the opportunity to take and were provided with off-duty meal periods in accordance with the mandate of the California Labor Code and the applicable IWC Wage Order. At all relevant times, Plaintiff and Plaintiff and Class Members were suffered and permitted to work through legally required meal breaks and were denied the opportunity to take their off-duty meal breaks. This included, without limitation, Defendants requiring Plaintiff and Plaintiff and Class Members to remain on work premises during meal periods, to keep their employer-issued communication devices on during such meal breaks, and to respond to calls during these breaks. As such, Plaintiff and Class Members were denied legally compliant off-duty meal periods, and thus Defendants are responsible for paying premium compensation pursuant to Labor Code §§ 226.7 and 512 and the applicable IWC Wage

Order. Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each 30-minute duty-free meal period Plaintiff and Class Members missed.

42. As a pattern and practice, Defendants regularly required Plaintiff and Class Members to work through their meal periods without proper compensation and denied Plaintiff and Class Members the right to take proper meal periods as required by law.

43. 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 Class in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to California Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon, penalties, and costs of suit.

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

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

45. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 44 as though fully set forth herein.

46. Defendants failed in their affirmative obligation to provide accurate itemized wage statements in violation of Labor Code § 226(a). Defendants, as a matter of policy and practice, did not provide accurate itemized wage statements to Plaintiff and Class Members, in violation of Labor Code § 226(a).

47. Here, Plaintiff and Class Members were paid hourly. As such, the wage statements should have correctly reflected the information required by Labor Code § 226(a). As a result of the meal and rest period violations above, the wage statements issued to Plaintiff and

1 the Class failed to identify such information, including the gross wages earned, net wages
2 earned, and wages for premium pay for missed and/or non-compliant meal and rest periods.

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

8 **FOURTH CAUSE OF ACTION**

9 **VIOLATION OF THE UCL, BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*** 10 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

11 49. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 48 as
12 though fully set forth herein.

13 50. Defendants, and each of them, have engaged and continue to engage in unfair and
14 unlawful business practices in California by practicing, employing and utilizing the employment
15 practices outlined above, including: (a) failing to provide off-duty, 30-minute meal breaks to
16 employees who worked shifts in excess of 5 hours, in violation of Labor Code §§ 226.7 and 512;
17 and (b) failing to provide off-duty, 10-minute rest breaks to employees for every 4 hours worked,
18 or major fraction thereof, in violation of Labor Code § 226.7.

19 51. Defendants' utilization of such unfair and unlawful business practices constitutes
20 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

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

25 53. Plaintiff is informed and believes, and based thereon alleges, that at all times
26 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
27 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
28 forth herein above thereby depriving Plaintiff and other members of the Class the minimum

1 working condition standards and conditions due to them under the California laws as specifically
2 described therein.

3 **FIFTH CAUSE OF ACTION**

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

5 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

6 54. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 53 as
7 though fully set for herein.

8 55. Plaintiff brings this cause of action as a proxy for the State of California and in
9 this capacity, seeks penalties on behalf of all Aggrieved Employees from August 16, 2019,
10 through the present, for Defendants' violations of Labor Code §§ 201-203, 226(a), 226.7, and
11 512, arising from Defendants' following misconduct alleged above: (a) failure to provide duty-
12 free rest periods in violation of Labor Code § 226.7; (b) failure to provide duty-free meal periods
13 in violation of Labor Code §§ 226.7 and 512; (c) failure to pay all wages owed upon separation
14 of employment in violation of Labor Code §§ 201-203; and (d) failure to provide accurate
15 itemized wage statements in violation of Labor Code § 226(a).

16 56. On or about February 10, 2021, Plaintiff sent written notice to the California
17 Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code
18 §§ 201-203, 226(a), 226.7, and 512, pursuant to Labor Code § 2698, *et seq.*, the Private
19 Attorneys General Act ("PAGA"). To date, the LWDA has not responded to Plaintiff's written
20 notice. In addition to the LWDA, Plaintiff also sent his PAGA notice to Defendant via certified
21 mail according to Labor Code § 2699.3.

22 57. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
23 applicable civil penalties for Defendants' violations of Labor Code §§ 201-203, 226(a), 226.7,
24 and 512, for the time period described above, on behalf of himself and other Aggrieved
25 Employees.

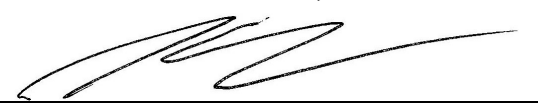
26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
28 this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class and Sub-Classes;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing Counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to Labor Code §§ 201-203 and 226.7, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for penalties pursuant to statute as set forth in Labor Code § 226, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*;
8. Upon the Fifth Cause of Action, for the full amount of civil penalties according to proof pursuant to Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;
9. On all causes of action, for attorneys' fees and costs; and
10. For such other and further relief the Court may deem just and proper.

DATED: April 5, 2021

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff, the Class, and Aggrieved Employees