

Larry W. Lee (State Bar No. 228175)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

ELECTRONICALLY FILED
5/21/2021 12:47 PM
Kern County Superior Court
By Vanesa Jackson, Deputy

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Edward W. Choi, State Bar No. 211334
LAW OFFICES OF CHOI & ASSOCIATES, APLC
515 S. Figueroa St. Suite 1250
Los Angeles, CA 90010
Telephone: (213) 381-1515
Facsimile: (213) 465-4885

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

CHERYL KEPPLER, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

v.

CHASE INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO. BCV-21-100637

[Assigned for all purposes to the Hon. Thomas S.
Clark, Dept. 17]

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- (1) VIOLATION OF LABOR CODE §§ 201-203, 510, 558, AND 1194;**
- (2) VIOLATION OF LABOR CODE §§ 201-203 AND 226.7;**
- (3) VIOLATION OF LABOR CODE §§ 201-203, 226.7 AND 512;**
- (4) VIOLATION OF LABOR CODE § 226(a);**
- (5) VIOLATION OF CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*; AND**
- (6) VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

DEMAND EXCEEDS \$25,000.00

1 Plaintiff Cheryl Keppler (“Plaintiff”) hereby submits this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendant Chase Inc. (the “Company” or
3 “Defendant”), a California corporation and DOES 1-50 (hereinafter collectively referred to as
4 “Defendants”), individually and on behalf of a Class of all other similarly situated current and
5 former employees of Defendants for penalties and/or damages for violations of the California
6 Labor Code as follows:

7 **INTRODUCTION**

8 1. This class action is within the Court’s jurisdiction under California Labor Code §§
9 201-203, 226, 226.7, 510, 512, 558, 1194, and 2698, *et seq.* and the California Industrial Welfare
10 Commission’s (“IWC”) Wage Orders.

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against employees of Defendants.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 jointly and severally have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by failing to provide off-duty meal periods in compliance
16 with the law and failing to pay all overtime wages owed.

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

21 **JURISDICTION AND VENUE**

22 5. The Court has jurisdiction over the violations of the California Labor Code §§
23 201-203, 226, 226.7, 510, 512, 558, 1194, and 2698, *et seq.* As alleged below, Plaintiff has
24 submitted her written notice to proceed under the Private Attorney General’s Act (the “PAGA”),
25 Labor Code § 2698, *et seq.* As further alleged below, Plaintiff reserves her right to amend the
26 Complaint once the exhaustion period has expired under Labor Code § 2699.3(a)(2)(C).

27 6. Venue is proper in Kern County because Defendants maintain business locations
28 in this County and the alleged violations took part in Kern County amongst other locations.

PARTIES

7. In or around June 2019, Plaintiff was hired by Defendant to work as a non-exempt cashier. On or about February 26, 2021, Plaintiff's employment with Defendant ended.

8. Defendant is a California corporation which operates gas stations in the State of California, including in Kern County.

9. Plaintiff was and is a victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, and 2698, *et seq.* and the applicable IWC Wage Orders.

10. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants and DOES 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

11. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, and 2698, *et seq.* and the IWC Wage Orders.

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

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

14. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or

1 joint venturer of, or working in concert with each of the other co- Defendants and was acting
2 within the course and scope of such agency, employment, joint venture, or concerted activity. To
3 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
4 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
5 Defendants.

6 15. At all times herein mentioned, Defendants, and each of them, were members of,
7 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
8 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

9 16. At all times herein mentioned, the acts and omissions of various Defendants, and
10 each of them, concurred and contributed to the various acts and omissions of each and all of the
11 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
12 herein mentioned, Defendants, and each of them, ratified each and every act or omission
13 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
14 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
15 the damages as herein alleged.

16 **CLASS ACTION ALLEGATIONS**

17 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
18 California Code of Civil Procedure § 382, of the following classes:

- 19 a. All current and former non-exempt employees who have worked for
20 Defendant in California at any time from September 22, 2016, through the
21 present and were paid overtime wages and non-discretionary pay,
22 including, but not limited to “Hazard” and/or “Night Allowance” wages,
23 covering the same workweek (the “Regular Rate Class”);
- 24 b. All current and former non-exempt employees who worked any shifts 3.5
25 hours or longer for Defendant in California at any time from September 22,
26 2016, through the present (the “Rest Period Class”);
- 27 c. All current and former non-exempt employees who worked any shifts
28 longer than 5 hours for Defendant in California at any time from
September 22, 2016, through the present (the “Meal Period Class”);

d. All current and former non-exempt California employees who were paid shift differentials and/or premiums, including without limitation, “Hazard” and/or “Night Allowance” wages, from Defendant at any time from September 22, 2019, through the present (the “Wage Statement Class”).

18. **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 the Company’s records, including payroll records.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the class and the named Plaintiffs. 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 courts.

20. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiffs and the claims of the Class concerning the Company: (a) failing to pay all overtime wages based on the correct, higher regular rate of pay when taking into account additional non-discretionary remuneration, including without limitation, (a) shift differentials/premiums in violation of Labor Code §§ 201-203, 510, 558, and 1194; (b) failing to provide off-duty rest periods in compliance with Labor Code § 226.7; (c) failing to provide off-duty meal breaks in compliance with Labor Code §§ 201-203, 226.7 and 512; and (d) failing to provide accurate itemized wage statements to employees in violation of Labor Code § 226.

21. **Typicality:** The claims of the named Plaintiff are typical of the claims of all members of the Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical manner as the Class members. First, Plaintiff and Class Members were paid non-discretionary remuneration, including without limitation, shift differentials/premiums, such as “Hazard” and/or “Night Allowance,” covering pay periods in which they were also paid overtime wages. Nevertheless, Defendant did not factor in this additional non-discretionary remuneration into the regular rate of pay for purposes of paying overtime. Rather, Plaintiff and Class Members

1 were paid at 1.5x their base rate of pay. Plaintiff was also not provided with rest periods in
2 compliance with California law. In particular, Plaintiff and Class Members were required to stay
3 on duty during their rest breaks and work through their rest breaks. Despite not being provided
4 with off-duty rest breaks, Defendants did not pay any premiums for such missed breaks. Plaintiff
5 was also not provided with off-duty meal periods in compliance with Labor Code §§ 226.7 and
6 512, *i.e.*, a 30-minute off-duty meal period for shifts longer than 5 hours within the first 5 hours
7 of the shift. Specifically, Plaintiff and Class Members were also required to take on-duty meal
8 periods and work through their meal periods and Defendant did not pay the requisite premium
9 wages for these meal period violations. Further, as a result of these violations, Plaintiff was not
10 provided with proper and accurate payroll records identifying all information required by Labor
11 Code § 226(a), including the wage rates, and net/gross wages earned shown on the wage
12 statements were inaccurate due to the violations set forth above. Plaintiff and Class Members
13 also were not provided accurate wage statements due to Defendant failing to list the accurate total
14 hours worked in violation of Labor Code § 226(a)(2). Whenever shift differential wages were
15 paid, such as “Hazard” and/or “Night Allowance” wages, the wage statements furnished to
16 Plaintiff and Class Members did not identify the accurate total hours worked. As just one
17 example, for the pay period of December 14-27, 2020, the wage statement showed that Plaintiff
18 worked a total 181.50 hours, although Plaintiff was paid for only for 0.75 hours of overtime.
19 Plaintiff was also not paid all of his wages owed within the deadlines set forth in Labor Code §§
20 201-203. Thus, Plaintiff is a member of the Class and has suffered the alleged violations of
21 California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, and 1194, and the applicable IWC
Wage Orders.

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

28 23. The nature of this action and the format of laws available to Plaintiff and members

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

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

19 25. Such a pattern, practice and uniform administration of corporate policy regarding
20 illegal employee compensation described herein is unlawful and creates an entitlement to
21 recovery by Plaintiffs and the Classes identified herein, in a civil action any and all applicable
22 penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate
23 of California Labor Code §§ 218.5, 226, 1194 and 2698, *et seq.*, the applicable IWC Wage
24 Orders, and Code of Civil Procedure § 1021.5.

25 26. Proof of a common business practice or factual pattern, which the named Plaintiffs
26 experienced and are representative of, will establish the right of each of the members of the Class
27 to recovery on the causes of action alleged herein.

28 27. The Class is commonly entitled to a specific fund with respect to the compensation
illegally and unfairly retained by the Company. The Class is commonly entitled to restitution of

those funds being improperly withheld by the Company. 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 §§ 201-203, 510, 558, AND 1194
(AGAINST THE COMPANY AND DOES 1-50 BY PLAINTIFF AND THE THE
REGULAR RATE CLASS)**

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

29. This cause of action is brought pursuant to Labor Code §§ 510 and 1194, which require 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.

30. 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 overtime pay. Specifically, in pay periods in which Plaintiff and the Class were paid overtime, Plaintiff and the Class also earned non-discretionary remuneration covering that same pay period, including without limitation, shift differentials and/or premiums, such as "Hazard," and "Night Allowance." Defendants, as a corporate-wide practice and policy, did not calculate and/or factor such remuneration into the regular rate of pay for purposes of calculating revised and increased overtime pay, and as such, owe Plaintiff and the Class additional overtime pay.

31. Plaintiff is informed and believes and based thereon alleges that Defendants' willful failure to provide Plaintiff and Class Members the wages due and owing them 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 Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

32. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation 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 full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 510, 558, 1194 and 1197.1.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2

3
45
6

7
8
9
0
1
2
3

5
6

25

26
27
28

1 compensation, including interest thereon, penalties, and costs of suit.

2 **THIRD CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE §§ 201-203, 226.7 AND 512**

4 **(AGAINST THE COMPANY AND DOES 1-50 BY PLAINTIFF AND THE MEAL**
5 **PERIOD CLASS)**

6 38. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
7 though fully set for herein.

8 39. At all relevant times, Plaintiff and Class Members were not provided with off-duty
9 meal periods in compliance with Labor Code §§ 226.7 and 512. Specifically, Defendant failed to
10 provide proper and timely meal breaks. To the contrary, Plaintiff and Class Members were
11 required to remain on-duty during their meal periods and work through these meal periods.
12 Moreover, Labor Code § 226.7(c) provides that “the employer shall pay the employee one
13 additional hour of pay at the employee’s regular rate of compensation for each workday the meal
14 or rest or recovery period is not provided.” Defendants, as a matter of corporate policy and
15 procedure, regularly failed to pay the meal period premium for missed meal periods.

16 40. Plaintiff is informed and believe and based thereon alleges that Defendants
17 willfully failed to pay meal period premium pay, as required by Labor Code §§ 226.7 and 512,
18 and the applicable IWC Wage Order. Plaintiff further alleges that Plaintiff and those employees
19 similarly situated are owed wages for the meal period violations set forth above.

20 41. Plaintiff is informed and believes, and based thereon allege, that Defendants’
21 willful failure to provide all meal period premium pay and/or wages due and owing them upon
22 separation from employment results in a continued payment of wages up to thirty (30) days from
23 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
24 separated from employment are entitled to compensation pursuant to Labor Code § 203.

25 42. Such a pattern, practice and uniform administration of corporate policy as
26 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class
27 Members identified herein, in a civil action, for the unpaid balance of the unpaid premium
28 compensation pursuant to Labor Code §§ 201, 202, 203, 226.7 and 512, and the applicable IWC
Wage Order, including interest thereon, penalties, and costs of suit.

1 **FOURTH CAUSE OF ACTION**

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

3 **(BY PLAINTIFF AND ALL CLASSES AGAINST DEFENDANT AND DOES 1-50)**

4 43. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set for herein.

6 44. The Company failed in its affirmative obligation to provide accurate itemized
7 wage statements in violation of Labor Code § 226(a). Specifically, the Company violated Labor
8 Code § 226(a) by, among other actions, failing to list the correct overtime wage rates, and
9 net/gross wages earned shown on the wage statements, as well as premium pay for meal and rest
10 period violations. Plaintiff and Class Members also were not provided accurate wage statements
11 due to Defendant failing to list the accurate total hours worked in violation of Labor Code §
12 226(a)(2). Whenever shift differential wages were paid, such as “Hazard” and/or “Night
13 Allowance” wages, the wage statements furnished to Plaintiff and Class Members did not identify
14 the accurate total hours worked. As just one example, for the pay period of December 14-27,
15 2020, the wage statement showed that Plaintiff worked a total 181.50 hours, although Plaintiff
16 was paid for only for 0.75 hours of overtime.

17 45. Such a pattern, practice and uniform administration of corporate policy as
18 described herein is unlawful and creates an entitlement to recovery by Plaintiffs and the Class
19 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
20 including interest thereon, attorneys’ fees, and costs of suit according to the mandate of California
21 Labor Code § 226.

22 **FIFTH CAUSE OF ACTION**

23 **VIOLATION OF CAL. BUS. & PROF. CODE § 17200**

24 **(BY PLAINTIFF AND THE REGULAR RATE, MEAL AND REST PERIOD CLASSES
25 AGAINST DEFENDANT)**

26 46. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
27 though fully set for herein.

28 47. Defendant has engaged and continue to engage in unfair and unlawful business
practices in California by practicing, employing and utilizing the employment practices outlined

1 above, include, to wit, by: (a) failing to pay overtime at the correct, higher regular rate of pay for
2 all overtime hours worked; (b) failing to provide off-duty meal and rest periods as required by
3 law; and (c) engaging in Unfair Business Practices in violation of the UCL, all in violation of the
4 California Labor Code and applicable IWC Wage Orders.

5 48. Defendant's utilization of such unfair and unlawful business practices constitutes
6 unfair, unlawful competition and provides an unfair advantage over Defendant's competitors.

7 49. Plaintiff seeks as an individual and on behalf of other members of the Class
8 similarly situated, full restitution of monies, as necessary and according to proof, to restore any
9 and all monies withheld, acquired and/or converted by the Defendants by means of the unfair
10 practices complained of herein. Plaintiff also seeks injunctive relief to enjoin the unfair business
11 practices alleged herein.

12 50. Plaintiff is informed and believes, and based thereon alleges, that at all times
13 herein mentioned Defendant has engaged in unlawful, deceptive and unfair business practices, as
14 proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth
15 herein above thereby depriving Plaintiff and other members of the Class the minimum working
16 condition standards and conditions due to them under the California laws and the applicable IWC
17 Wage Orders as specifically described therein.

18 **SIXTH CAUSE OF ACTION**

19 **(BY PLAINTIFF AS A PROXY FOR STATE OF CALIFORNIA AGAINST ALL** 20 **DEFENDANTS)**

21 51. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
22 though fully set for herein.

23 52. Plaintiff brings this cause of action for violation of PAGA as a proxy for the State
24 of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees from
25 September 21, 2019, through the present, for Defendant's violations of Labor Code sections 201-
26 203, 226, 226.7, 510, 512, 558, and 1194, arising from Defendant's practice and policy of: (a)
27 failing to provide proper meal and rest breaks; (b) failing to provide accurate, itemized wage
28 statements; and failing to pay overtime wages based on the correct, higher regular rate of pay.

53. Based on the above-stated Labor Code violations, Plaintiff is an “aggrieved employee” as defined in Labor Code section 2699(a). As such, Plaintiff brings this cause of action on behalf of the State of California for violations committed against all similarly situated Aggrieved Employees of Defendants.

54. On or about March 18, 2021, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendant’s violations of Labor Code sections 201-203, 226, 226.7, 510, 512, 558, and 1194, pursuant to PAGA. As of the date of the filing of this Complaint, the LWDA has yet to provide notice to Plaintiff as to whether it intends to investigate the violations provided for in the written notice. In addition to the LWDA, Plaintiff also sent the written notice to Defendant via certified mail according to Labor Code section 2699.3.

55. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendant's violation of Labor Code sections 201-203, 226, 226.3, 226.7, 510, 512, 558, and 1194, for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Class;
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, 226, 510, 558, and 1194, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for all unpaid premium wages, damages and/or penalties pursuant to Labor Code §§ 201-203, 226, and 226.7, and for costs;
6. Upon the Third Cause of Action, for all unpaid premium wages, damages and/or penalties pursuant to Labor Code §§ 201-203, 226, 226.7, 512, the applicable IWC Wage Order, and for costs;

7. Upon the Fourth Cause of Action, for damages, for damages and/or penalties pursuant to Labor Code § 226, and for costs and attorneys' fees;

8. Upon the Fifth Cause of Action, for restitution in the form of unpaid overtime wages, meal and rest period premium wages, and any available injunctive relief to enjoin the unfair business practices, and for costs;

9. Upon the Sixth Cause of Action, for civil penalties, attorneys' fees and costs pursuant to Labor Code §§ 226.3 and 2699;

10. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, and 1194, and Code of Civil Procedure § 1021.5; and

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

DATED: May 21, 2021

DIVERSITY LAW GROUP, P.C.

By: 
Larry W. Lee
Attorneys for PLAINTIFF and the CLASS

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On May 21, 2021, I served the following document(s) described as: **FIRST**
11 **AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested
12 parties in this action as follows:

13 Chase Inc.
14 c/o Bob Shiralian
15 3754 West Holland Ave.
16 Fresno, CA 93722
17 *Agent for Service of Process*

18 X BY MAIL: by placing _____ the original or X a true and correct
19 copy thereof enclosed, in (a) sealed envelope(s) addressed to the party(ies) listed above or on the
20 attached mailing list. I am readily familiar with the firm's practice for collection and processing
21 of correspondence and other materials for mailing with the United States Postal Service. On this
22 date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for
23 collection and mailing on this date at the address above following our office's ordinary business
24 practices. The envelope(s) will be deposited with the United States Postal Service on this date,
25 in the ordinary course of business.

26 I declare under penalty of perjury under the laws of the State of California that the
27 above is true and correct. Executed on May 21, 2021, at Los Angeles, California.

28

Erika Mejia