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

LORELEI CHAMBERS, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

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

Defendants.

Case No.: 37-2021-00033445-CU-OE-CTL

**REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES FOR:**

**(1) VIOLATION OF CAL. LABOR CODE §
2698, *ET SEQ.*;**

DEMAND OVER \$25,000.00

1 Plaintiff Lorelei Chambers (“Plaintiff”) hereby submits this Representative Action
2 Complaint (“Complaint”) against Defendant Somacis Inc. (“Defendant”) and Does 1 through 50
3 (hereinafter collectively referred to as “Defendants”) on behalf of herself and other aggrieved
4 current and former employees of Defendant for penalties for violation of the California Labor
5 Code, including without limitation, failure to pay earned wages in a timely manner as follows:

6 **INTRODUCTION**

7 1. This representative action is within the Court’s jurisdiction under California
8 Labor Code sections 204 and 2698 *et seq.*

9 2. This Complaint challenges systemic illegal employment practices resulting in
10 violations of the California Labor Code against individuals who worked for Defendants.

11 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
12 jointly and severally, have acted intentionally and with deliberate indifference and conscious
13 disregard to the rights of all employees in Defendants’ failure to pay earned wages in a timely
14 manner.

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

19 **JURISDICTION AND VENUE**

20 5. The Court has jurisdiction over the violations of California Labor Code sections
21 204 and 2698 *et seq.*

22 6. Venue is proper in San Diego County because Defendant maintains operations in
23 San Diego County, and Plaintiff was employed by Defendants in San Diego County.

24 **PARTIES**

25 7. Plaintiff is a current employee and has worked for Defendant since on or about
26 October 3, 1977.

27 8. Plaintiff is informed and believes, and based thereon alleges, that at all times
28 herein mentioned Somacis Inc. and Does 1 through 50, are and were business entities,

1 individuals, and partnerships, licensed to do business and actually doing business in the State of
2 California. As such, and based upon all the facts and circumstances incident to Defendants'
3 business, Defendants are subject to California Labor Code sections 204 and 2698 *et seq.*

4 9. Plaintiff does not know the true names or capacities, whether individual, partner
5 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
6 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
7 complaint when the true names and capacities are known. Plaintiff is informed and believes and
8 based thereon alleges that each of said fictitious defendants was responsible in some way for the
9 matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to
10 the illegal employment practices, wrongs and injuries complained of herein.

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

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

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

26 13. At all times herein mentioned, the acts and omissions of various Defendants, and
27 each of them, concurred and contributed to the various acts and omissions of each and all of the
28 other Defendants in proximately causing the injuries and damages as herein alleged. At all times

herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

FIRST CAUSE OF ACTION

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

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

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

15. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all current and former employees who worked for Defendant in the State of California from June 1, 2020, through the present (“Aggrieved Employees”), for Defendant’s violation of Labor Code section 204.

16. Defendant failed in its affirmative obligation to timely pay wages to Aggrieved Employees. Defendant, as a matter of policy and practice, paid Aggrieved Employees on a bi-weekly basis and thus is subject to the timing requirements of Labor Code section 204. As a pattern and practice, Defendant had a consistent policy of paying the wages of Aggrieved Employees beyond the time limits as allowed pursuant to Labor Code section 204. For example, the wages earned during the pay period of February 20, 2021 through March 5, 2021, were not paid until March 19, 2021, which is more than ten days after the end of the pay period.

17. On or about June 1, 2021, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendant’s violation of Labor Code section 204, pursuant to Labor Code section 2698, *et seq.*, the Private Attorney General Act (“PAGA”). To date, the LWDA has not responded to Plaintiff’s written notice.

18. 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 section 204, for the time period described above, on behalf of herself and other Aggrieved Employees.

1 **PRAYER FOR RELIEF**

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

- 4 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
5 Labor Code section 2698, *et seq.*, and for costs and attorneys' fees;
6 2. For attorneys' fees and costs as provided by California Labor Code sections 204
7 and 2699, and Code of Civil Procedure section 1021.5; and
8 3. For such other and further relief the Court may deem just and proper.

9
10 DATED: August 5, 2021

DIVERSITY LAW GROUP, P.C.

11
12 By: 

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13
14 Attorneys for Plaintiffs and the Aggrieved
15 Employees