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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

AMY OROZCO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BETTS COMPANY, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 34-2021-00309846

**SECOND AMENDED REPRESENTATIVE
AND CLASS ACTION COMPLAINT:**

- 1. VIOLATION OF LABOR CODE § 226;**
- 2. VIOLATION OF LABOR CODE §§ 226.7
AND 512;**
- 3. VIOLATION OF LABOR CODE §§ 201-
204 AND 246;**
- 4. VIOLATION OF LABOR CODE § 2698,
ET SEQ.; AND**
- 5. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.***

DEMAND OVER \$25,000.00

1 Plaintiff Amy Orozco (“Plaintiff”) hereby submits this Second Amended Representative
2 and Class Action Complaint (“Complaint”) against Defendant Betts Company. (“Defendant”),
3 and Does 1 through 50 (collectively, “Defendants”), as an individual and on behalf of a class of
4 all other similarly situated current and former employees of Defendant for damages and/or
5 penalties for violations of the California Labor Code and restitution for unfair business practices
6 in violation of Business and Professions Code section 17200, *et seq.*, as follows:

7 **INTRODUCTION**

8 1. This class action is within the Court’s jurisdiction under California Labor Code §§
9 201-204, 226(a), 226.7, 246, 512, and 2698, *et seq.* the applicable Industrial Welfare
10 Commission (“IWC”) Wage Orders, and California Business and Professions Code § 17200, *et*
11 *seq.* (the “UCL”).

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code, the applicable IWC Wage Orders, and the UCL against
14 individuals who worked for Defendant.

15 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
16 jointly and severally, have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees by failing to provide itemized, accurate wage statements,
18 failing to pay meal and rest period premium at the regular rate of pay, and failing to pay sick pay
19 at the regular rate of pay.

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

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

28 **JURISDICTION AND VENUE**

1 5. The Court has jurisdiction over the violations of the California Labor Code §§
2 201-204, 226(a), 226.7, 246, 512, 2698, *et seq.*, the applicable IWC Wage Orders, and the UCL
3 Venue is proper in Sacramento County because Plaintiff worked for Defendants in Sacramento
4 County, California. **PARTIES**

5 6. Plaintiff was employed by Defendants as an Administrative Assistant from about
6 July 2019 to about September 13, 2021. Plaintiff worked as an hourly non-exempt employee.

7 7. Plaintiff was and is the victims of the policies, practices, and customs of
8 Defendant complained of in this action in ways that have deprived her of the rights guaranteed
9 by California Labor Code §§ 201-204, 226(a), 226.7, 246, 512, 2698, *et seq.*, the applicable IWC
10 Wage Orders, and the UCL

11 8. Plaintiff is informed and believes, and based thereon alleges, that Betts Company
12 was and is a California corporation that provides truck parts, repair, and other services
13 throughout the State of California, including Sacramento County, California. On information and
14 belief, Defendant maintains its corporate headquarters in California.

15 9. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
17 and partnerships, licensed to do business and actually doing business in the State of California.
18 As such, and based upon all the facts and circumstances incident to Defendants' business,
19 Defendants are subject to the California Labor Code and the UCL.

20 10. Plaintiff does not know the true names or capacities, whether individual, partner
21 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
22 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
23 complaint when the true names and capacities are known. Plaintiff is informed and believes and
24 based thereon alleges that each of said fictitious defendants was responsible in some way for the
25 matters alleged herein and proximately caused Plaintiff and members of the general public and
26 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

27 11. At all times herein mentioned, each defendant participated in the doing of the acts
28 hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,

1 and each of them, were the agents, servants and employees of each of the other defendants, as
2 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
3 course and scope of said agency and employment.

4 12. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
6 joint venturer of, or working in concert with each of the other co-Defendants and was acting
7 within the course and scope of such agency, employment, joint venture, or concerted activity. To
8 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
9 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
10 Defendants.

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

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

21 CLASS ACTION ALLEGATIONS

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

- 24 a. All current and former non-exempt employees of Defendant in the State of
25 California who were paid “Opt-Out OT” wages at any time between
26 October 15, 2020, through the present (the “Wage Statement Class” or
27 “Wage Statement Class Members”);
28 b. All current and former non-exempt employees of Defendant in the State of

California who earned non-discretionary remuneration wages, including but not limited to “Opt-Out” wages, and meal/rest period premium pay during the same workweek at any time between October 15, 2017, through the present (the “Meal/Rest Period Class”); and

- c. All former non-exempt employees of Defendant in the State of California who earned non-discretionary remuneration and/or bonuses and sick pay during the same work week, and whose employment ended at any time between October 15, 2018, through the present (the “Sick Pay Class” or “Sick Pay Class Members”).

16. **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 Defendants’ records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to provide accurate, itemized wage statements in violation of Labor Code § 226(a); (b) failed to pay meal and rest period premium at the regular rate of pay in violation of Labor Code §§ 226.7 and 512; (c) failed to pay sick pay at the regular rate of pay in violation of Labor Code §§ 201-204 and 246; and (d) engaged in Unfair Business Practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

17. **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 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.

18. Defendants uniformly administered a corporate policy, practice of: (a) failing to provide accurate, itemized wage statements in violation of Labor Code § 226(a); (b) failing to pay meal and rest period premium at the regular rate of pay in violation of Labor Code §§ 226.7 and 512; (c) failing to pay sick pay at the regular rate of pay in violation of Labor Code §§ 201-

204 and 246; and (d) engaging in Unfair Business Practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL

19. 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 §§ 201-204, 226, 226.7, 246, 512, 2698, *et seq.*, the applicable IWC Wage Orders, and the UCL

20. **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 Defendants' policy and practice of: (a) failing to provide accurate, itemized wage statements in violation of Labor Code § 226(a); (b) failing to pay meal and rest period premium at the regular rate of pay in violation of Labor Code §§ 226.7 and 512; (c) failing to pay sick pay at the regular rate of pay in violation of Labor Code §§ 201-204 and 246; and (d) engaging in Unfair Business Practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

21. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical manner as the Class Members. As with other California employees, Plaintiff earned non-discretionary remuneration, including without limitation, "Opt-Out" wages. Like other members of the Class, Plaintiff was given wage statements that did not identify the applicable hours and rate of pay used to calculate "Opt-Out OT" wages. In addition, Plaintiff was paid meal and rest period premium for missed meal and rest periods at the regular rate of pay as Defendants failed to include any non-discretionary remuneration earned into the calculation of the regular rate. Specifically, whenever Plaintiff received meal and rest period premium pay during workweeks in which Plaintiff earned non-discretionary remuneration, the meal and rest period premium was paid at the base rate of pay. Thus, Plaintiff is owed additional meal and rest break premium pay based on the correct, higher regular rate of pay. Further, Defendants failed to pay Plaintiff all the wages owed upon separation of employment due to the unpaid missed meal and rest period premiums. Additionally, Plaintiff received wage statements that failed to identify the accurate

1 rate of pay, and the gross and net wages earned. Finally, Plaintiff was not paid sick pay at the
2 regular rate of pay. Specifically, when plaintiff earned non-discretionary remuneration, thus
3 increasing the regular rate of pay, sick pay was paid at the base rate of pay rather than the regular
4 rate of pay. As such, Plaintiff is a member of the Class and has suffered the alleged violations of
5 California Labor Code §§ 201-204, 226, 226.7, 246, 512, 2698, *et seq.*, the applicable IWC
6 Wage Orders, and the UCL.

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

13 23. The nature of this action and the format of laws available to Plaintiff and
14 members of the Class identified herein make the class action format a particularly efficient and
15 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
16 file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable
17 advantage since it would be able to exploit and overwhelm the limited resources of each
18 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
19 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
20 employees who would be disinclined to file an action against their former and/or current
21 employer for real and justifiable fear of retaliation and permanent damage to their careers at
22 subsequent employment.

23 24. The prosecution of separate actions by the individual class members, even if
24 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
25 to individual Class members against the Defendants and which would establish potentially
26 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
27 individual Class members which would, as a practical matter, be dispositive of the interest of the
28 other Class members not parties to the adjudications or which would substantially impair or

1 impede the ability of the Class members to protect their interests. Further, the claims of the
2 individual members of the Class are not sufficiently large to warrant vigorous individual
3 prosecution considering all of the concomitant costs and expenses.

4 25. Such a pattern, practice and uniform administration of corporate policy regarding
5 illegal employee compensation described herein is unlawful and creates an entitlement to
6 recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid meal and rest
7 period premium pay, applicable penalties, reasonable attorneys' fees, and costs of suit according
8 to the mandate of California Labor Code §§ 201-203, 204, 210, 226, 226.7, 512, 1197.1, and
9 2802, the UCL, and Code of Civil Procedure § 1021.5.

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

13 27. The Class is commonly entitled to a specific fund with respect to the
14 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
15 restitution of those funds being improperly withheld by Defendants. This action is brought for
16 the benefit of the entire class and will result in the creation of a common fund.

17 **FIRST CAUSE OF ACTION**

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

19 **(BY PLAINTIFF AND THE WAGE STATEMENT CLASS AGAINST ALL**
20 **DEFENDANTS)**

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

23 29. Defendants failed in its affirmative obligation to provide accurate itemized wage
24 statements. Defendants, as a matter of policy and practice, did not provide accurate records in
25 violation of Labor Code § 226(a) by failing to provide accurate payroll records for Plaintiff and
26 the Class.

27 30. The wage statements Defendants issued to Plaintiff and other employees when
28 "Opt-Out OT" wages were paid, failed to accurately identify the applicable hours and rate of pay

1 used to calculate such wages. Instead, the wage statements simply identified the total sum paid
2 for such wages.

3 31. 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 **SECOND CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE § 226.7 AND 512**

10 **(BY PLAINTIFF AND MEAL/REST PERIOD CLASS AGAINST ALL DEFENDANTS)**

11 32. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
12 though fully set forth herein.

13 33. At all relevant times, Defendant failed in its affirmative obligation to ensure that
14 Plaintiff and Meal/Rest Period Class Members had the opportunity to take and were provided
15 with off-duty meal and rest periods in accordance with the mandates of the California Labor
16 Code and the applicable IWC Wage Order. For each workday that a meal or rest period is not
17 provided, employees are entitled to one additional hour of pay at the employee's regular rate of
18 pay. Defendant, however, paid meal and rest period premium wages at an employee's base
19 hourly rate of pay, which did not include non-discretionary remuneration, including but not
20 limited to "Opt-Out" wages. As such, Plaintiff and the Meal/Rest Period Class are owed
21 additional meal/rest period premiums based on the correct, higher regular rate of pay.

22 34. 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 Meal/Rest
24 Period Class Members, in a civil action, for the unpaid balance of the premium compensation
25 pursuant to Labor Code section 226, and the applicable IWC Wage Order, including interest
26 thereon, penalties, including penalties pursuant to Labor Code §§ 201-203, 226, 226.7, and 512
27 reasonable attorneys' fees, and costs of suit.
28

35. Plaintiff is informed and believes, and based thereon allege, that Defendants' willful failure to provide all meal and rest period premium wages due and owing to Plaintiff and Meal and Rest Period Class Members 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 other members of the Meal and Rest Period Class who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 201-204 AND 246

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

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

37. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code 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.

38. Labor Code section 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

39. Labor Code 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.

40. Labor Code section 246 provides that an employee is entitled to receive sick time pay. The employer shall calculate paid sick leave by using one of two calculations: (1) “Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek;” or (2) “Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of

1 employment.”

2 41. Whenever Defendants paid Plaintiff and the Class Members sick time pursuant to
3 California Labor Code section 246, Defendants did so at the incorrect rate of pay. Defendants
4 paid Plaintiff and the Class Members at the base hourly rate of pay, as opposed to the regular rate
5 of pay, which would take into account all non-discretionary incentive wages and bonuses, or by
6 dividing the employees’ total wages, not including overtime premium pay, by the employees’
7 total hours worked in the full pay periods of the prior 90 days of employment, as required by
8 Labor Code section 246. This resulted in the employees being underpaid for sick time and
9 resulted in violations of California Labor Code sections 201, 202, and 203, and other derivative
10 Labor Code violations, because Defendants did not pay, or timely pay, Plaintiff and the Class
11 Members all owing and unpaid wages for work performed by them during their employment and
12 at the end of their employment.

13 42. Defendants willfully failed to pay Plaintiff and the Class Members all their wages
14 due, as alleged hereinabove and hereinafter, upon the termination of their employment within the
15 times prescribed by Labor Code sections 201 and 202 and are therefore subject to a waiting time
16 penalty. Plaintiff and the Class Members are entitled to recover from Defendants the statutory
17 penalty for each day they were not paid at their regular hourly rate of pay, up to a thirty (30) day
18 maximum pursuant to California Labor Code section 203.

19 **FOURTH CAUSE OF ACTION**

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

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

23 43. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
24 though fully set forth herein.

25 44. Plaintiff brings this cause of action as a proxy for the State of California and in
26 this capacity, seeks penalties on behalf of all Aggrieved Employees from September 27, 2020,
27 through the present, for Defendant’s violations of Labor Code sections 201-204, 226(a), 226.7,
28 246, and 512, arising from Defendant’s policy and practice of: (a) failing to provide accurate,

1 itemized wage statements in violation of Labor Code § 226(a); (b) failing to pay meal and rest
2 period premium at the regular rate of pay in violation of Labor Code §§ 226.7 and 512; and (c)
3 failing to pay sick pay at the regular rate of pay in violation of Labor Code §§ 201-204 and 246.

4 45. At all relevant times, Defendant failed in its affirmative obligation to ensure that
5 Plaintiff and Aggrieved Employees had the opportunity to take and were provided with off-duty
6 meal and rest periods in accordance with the mandates of the California Labor Code and the
7 applicable IWC Wage Order. For each workday that a meal or rest period is not provided,
8 employees are entitled to one additional hour of pay at the employee's regular rate of pay.
9 Defendant, however, paid meal and rest period premium wages at an employee's base rate of
10 pay, which did not include non-discretionary remuneration, including, but not limited to, "Opt-
11 Out" wages. As such, Plaintiff and the Aggrieved Employees are owed additional meal/rest
12 period premiums based on the correct, higher regular rate of pay.

13 46. Relatedly, Defendant failed to pay Plaintiff and Aggrieved Employees sick pay
14 wages at the regular rate of pay, as mandated by Labor Code section 246. Defendant paid sick
15 pay wages at an employee's base hourly rate of pay, which did not include non-discretionary
16 incentive wages that an employee earned during the same workweek. As such, Plaintiff and the
17 Aggrieved Employees are owed additional sick pay based on the correct, higher regular rate of
18 pay.

19 47. Defendant failed in its affirmative obligation to provide accurate itemized wage
20 statements to Plaintiff and Aggrieved Employees, in violation of Labor Code section 226. As a
21 result of the underpayment of meal/rest period premium wages, whenever meal/rest period
22 premium and non-discretionary incentive pay was earned during the same workweek, the
23 corresponding wage statement failed to identify the accurate rates of pay for such meal period
24 premium wages, and the accurate gross and net wages earned.

25 48. Additionally, the wage statements issued to Plaintiff and other Aggrieved
26 Employees when "Opt-Out OT" wages were paid, failed to accurately identify the applicable
27 hours and the rate of pay used to calculate such wages. Instead, the wage statements simply
28 identified the total sum paid for such wages in violation of Labor Code section 226(a).

49. On or about September 27, 2021, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendant’s violations of Labor Code sections 201-204, 226(a), 226.7, 246, and 512, pursuant to Labor Code section 2698, *et seq.*, the Private Attorneys General Act (“PAGA”). To date, the LWDA has not responded to Plaintiff’s written notices.

50. 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 201-204, 226(a), 226.7, 246, and 512, for the time period described above, on behalf of herself and other Aggrieved Employees.

FIFTH CAUSE OF ACTION

**VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.*
(BY PLAINTIFF AND THE MEAL/REST PERIOD CLASS AGAINST ALL
DEFENDANTS)**

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

52. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing, and utilizing the employment practices outlined above, by failing to pay meal and rest period premium at the regular rate of pay in violation of Labor Code §§ 226.7 and 512.

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

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

55. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business & Professions Code § 17200, *et seq.*, including those set

1 forth herein above thereby depriving Plaintiff and other Class Members the minimum working
2 standards and conditions due to them under the California laws as specifically described therein.

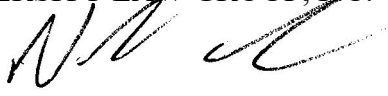
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4 **PRAYER FOR RELIEF**

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

- 7 1. For an order certifying the proposed Classes;
- 8 2. For an order appointing Plaintiff as the representative of the Classes as described
9 herein;
- 10 3. For an order appointing counsel for Plaintiff as class counsel;
- 11 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
12 California Labor Code § 226, and for costs and attorneys' fees;
- 13 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
14 California Labor Code §§ 201-203, 226, 226.7 and 512, and for costs and attorneys' fees;
- 15 6. Upon the Third Cause of Action, for damages and/or penalties pursuant to
16 California Labor Code § 201-204 and 246, and for costs and attorneys' fees;
- 17 7. Upon the Fourth Cause of Action, for civil penalties according to proof pursuant
18 to Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;
- 19 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly
20 affected members of the general public of all funds unlawfully acquired by Defendants by means
21 of any acts or practices declared by this Court to be in violation of Business & Professions Code
22 § 17200, *et seq.*, and for costs and attorneys' fees
- 23 9. On all causes of action, for attorneys' fees and costs as provided by California
24 Labor Code §§ 218.5, 226, and Code of Civil Procedure § 1021.5; and
- 25 10. For such other and further relief as the Court may deem just and proper.
- 26
27
28

1 DATED: February 22, 2022

DIVERSITY LAW GROUP, P.C.

2
3 By: 

Larry W. Lee

Nicholas Rosenthal

Attorneys for Plaintiff and the Class