

FILED
Superior Court Of California,
Sacramento
01/26/2022
Istewart
By _____, Deputy
Case Number:
34-2022-00314707

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

SPENCER NORMAN, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

B & H GLOBAL MARKETING, LLC, a
California limited liability company;
GOLDEN STATE CRUSHING, a
business organization, form unknown; and
DOES 1 through 50, inclusive,

Defendants.

Case No.:

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

- (1) VIOLATION OF LABOR CODE §§ 226.7
AND 512;
- (2) VIOLATION OF LABOR CODE § 226.7;
- (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 \$25,000.00

BY FAX

Plaintiff Spencer Norman (“Plaintiff”), hereby submits this Class and Representative
PAGA Action Complaint (“Complaint”) against Defendants B & H Global Marketing, LLC,
Golden State Crushing and Does 1-50 (hereinafter collectively referred to as “Defendants”), as
an individual and on behalf of all similarly situated current and former employees of Defendants
for penalties and/or damages for failure to provide meal and rest periods, failure to pay meal and
rest period premium compensation, and failure to provide accurate itemized wage statements
under the California Labor Code and under the California Business & Professions Code § 17200,
et seq., as follows:

INTRODUCTION

1. This Complaint is within the Court’s jurisdiction under California Labor Code
§§ 201-203, 226, 226.7, 512, and 2698, *et seq.*, the California Industrial Welfare Commission’s
 (“IWC”) Wage Orders, and the California Unfair Competition Law (the “UCL”), codified at
California Business and Professions Code § 17200, *et seq.*

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

3. Plaintiff is informed and believes and based thereon alleges that Defendants
jointly and severally have acted intentionally and with deliberate indifference and conscious
disregard to the rights of all employees by failing to provide meal and rest periods, failing to pay
meal and rest period premium compensation, and failing to keep accurate payroll records as to
Plaintiff and other employees.

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

5. The policies, practices, and customs of Defendants described above and below
have resulted in unjust enrichment of Defendants and an unfair business advantage over

1 businesses that routinely adhere to the strictures of the California Labor Code and the California
2 Business and Professions Code.

3 **JURISDICTION AND VENUE**

4 6. The Court has jurisdiction over the violations of the California Labor Code
5 §§ 201-203, 226, 226.7, 512, and 2698, *et seq.*, and the UCL.

6 7. Venue is proper in Sacramento County, because Defendants are located in
7 Sacramento County and Plaintiff worked for Defendants in Sacramento County.

8 **PARTIES**

9 8. Plaintiff was employed by Defendants as a heavy equipment operator from on or
10 about August 30, 2021, until on or about September 15, 2021. During his employment, Plaintiff
11 worked as an hourly, non-exempt employee.

12 9. During his employment with Defendant, Plaintiff was not provided with off-duty
13 meal and rest periods as required by California law. In this regard, Plaintiff was required to
14 remain on work premises, carry an employer-issued radio and respond to any incoming calls
15 during his meal and rest periods. Nonetheless, Plaintiff did not receive any meal and/or rest
16 period premium compensation for his missed meal and rest periods.

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

21 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant B &
22 H Global Marketing, LLC was and is a California limited liability company that provides
23 recycling and waste disposal services in the State of California.

24 12. Plaintiff is informed and believes, and based thereon alleges, that Defendant
25 Golden State Crushing was and is a business organization, form unknown. Plaintiff is informed
26 and believes, and based thereon alleges, that Defendant Golden State Crushing has been doing
27 and currently does business in the State of California and in the County of Sacramento providing
28 recycling and waste disposal services. Plaintiff further alleges that Defendant Golden State

Crushing was and is a DBA of Defendant B & H Global Marketing, LLC.

13. 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.

14. 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, 512, and 2698, *et seq.*, the IWC Wage Orders, and the UCL.

15. 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 were 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.

16. 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.

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

18. At all times herein mentioned, Defendants, and each of them, were members of,

and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

19. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the 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, the 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.

CLASS ACTION ALLEGATIONS

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

a. All current and former non-exempt employees of Defendants in the State of California who worked more than five (5) hours in any shift, at any time from January 26, 2018, through the present (the “Meal Period Class”);

b. All current and former non-exempt employees of Defendants in the State of California who worked more than three and one-half (3.5) hours in any shift, at any time from January 26, 2018, through the present (the “Rest Period Class”); and

c. All current and former employees of Defendants in the State of California who were paid wages, at any time from January 26, 2021, through the present (the “Wage Statement Address Class”).

21. Plaintiff reserves the right to further amend such definitions of the classes above based upon further discovery.

22. **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 alleges that Defendants: (a) failed to provide compliant off-duty meal periods, or pay meal period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203,

226.7, and 512; (b) failed to provide compliant off-duty rest periods, or pay rest period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203 and 226.7; (c) failed to provide accurate itemized wage statements, in violation of Labor Code § 226(a); and (d) engaged in unfair business practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

23. **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 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 courts.

24. Defendants uniformly administered a corporate policy, practice of: (a) failing to provide compliant off-duty meal periods, or pay meal period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203, 226.7, and 512; (b) failing to provide compliant off-duty rest periods, or pay rest period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203 and 226.7; (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 UCL, the California Labor Code, and the applicable IWC Wage Orders.

25. **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 compliant off-duty meal periods, or pay meal period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203, 226.7, and 512; (b) failing to provide compliant off-duty rest periods, or pay rest period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203 and 226.7; (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 UCL, the California Labor Code, and the applicable IWC Wage Orders.

26. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the

1 Class in that Plaintiff has suffered the harm alleged in this complaint in a similar and typical
2 manner as the Class members. As with other non-exempt employees, Plaintiff was not provided
3 with off-duty meal and rest periods as required by California law. On numerous occasions,
4 Plaintiff worked shifts that lasted over 5 hours for Defendants, but was not provided with off-
5 duty 30-minute meal periods. Nor was Plaintiff provided with duty-free 10-minute rest periods
6 for every 3.5 hours worked. Rather, as with other non-exempt employees of Defendants,
7 Plaintiff was required to remain on work premises, carry his employer-issued radio and keep it
8 on during his meal and rest periods, and respond to any incoming radio calls, subject to an
9 immediate return to work, during his meal and rest periods. Although Defendants should have
10 paid meal and rest period premium pay for the missed meal and rest periods, Plaintiff did not
11 receive said premium pay, and thus did not receive all of his earned wages upon termination of
12 employment. As a result, Defendants owe waiting time penalties pursuant to Labor Code § 203.
13 Moreover, as a result of the violations above, Plaintiff was not provided with accurate itemized
14 wage statements that correctly identified the applicable rates of pay, gross wages earned, and net
15 wages earned. As another wage statement violation, Plaintiff was also not provided with
16 accurate itemized wage statements that identified the address of the employer on the wage
17 statements. Every wage statement issued to Plaintiff omitted the street address of the employer,
18 and only identified the city, state, and zip code of the employer. As such, Plaintiff is a member
19 of the Class and has suffered the alleged violations of California Labor Code §§ 201-203, 226,
20 226.7, and 512, and the applicable IWC Wage Orders.

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

27 28. The nature of this action and the format of laws available to Plaintiff and
28 members of the Class identified herein make the class action format a particularly efficient and

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

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

30. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.5 and 226, the applicable IWC Wage Orders, and Code of Civil Procedure § 1021.5.

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

32. The Meal Period Class and the Rest Period Class are commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants.

1 The Meal Period Class and the Rest Period Class are entitled to restitution of those funds being
2 improperly withheld by Defendants. This action is brought for the benefit of the entire class and
3 will result in the creation of a common fund.

4 **FIRST CAUSE OF ACTION**

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

6 **(BY PLAINTIFF AND THE MEAL PERIOD CLASS AGAINST ALL DEFENDANTS)**

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

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

13 35. Plaintiff and Class members regularly worked in excess of five (5) hours per day
14 and accordingly had a right to take a 30-minute meal period each day worked in excess of five
15 (5) hours. Furthermore, Plaintiff and Class members who worked in excess of ten (10) hours per
16 day had a right to take a second 30-minute meal period each day worked in excess of ten (10)
17 hours.

18 36. At all relevant times, Defendants failed in their affirmative obligation to ensure
19 that Plaintiff and Class members had the opportunity to take and were provided with off-duty
20 meal periods in accordance with the mandates of the California Labor Code and the applicable
21 IWC Wage Order. At all relevant times, Plaintiff and Class members were suffered and
22 permitted to work through legally required meal breaks and were denied the opportunity to take
23 their off-duty meal breaks. This included, without limitation, Defendants requiring Plaintiff and
24 Class members to remain on work premises during meal periods, to keep their employer-issued
25 radios on during such meal breaks, to respond to calls on the radios during these breaks, and to
26 return to work when requested during these breaks. As such, Plaintiff and Class members were
27 denied legally compliant off-duty meal periods, and thus Defendants are responsible for paying
28 premium compensation pursuant to Labor Code §§ 226.7 and 512 and the applicable IWC Wage

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

4 37. As a pattern and practice, Defendants regularly required employees to work
5 through their meal periods without proper compensation and denied Plaintiff and Class members
6 the right to take proper meal periods as required by law.

7 38. Such a pattern, practice, and uniform administration of corporate policy as
8 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class
9 members identified herein, in a civil action, for the unpaid balance of the unpaid premium
10 compensation pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order,
11 including interest thereon, penalties, and costs of suit.

12 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
13 willful failure to provide all meal period premium wages due and owing to Plaintiff and Class
14 members upon separation from employment results in a continued payment of wages up to thirty
15 (30) days from the time the wages were due. Therefore, Plaintiff and Class members who have
16 separated from employment are entitled to compensation pursuant to Labor Code § 203.

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE § 226.7**

19 **(BY PLAINTIFF AND THE REST PERIOD CLASS AGAINST ALL DEFENDANTS)**

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

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

25 42. Plaintiff and other Class members regularly worked shifts of three and one-half
26 (3.5) hours or more per day, and accordingly had a right to take a 10-minute rest period each day.
27 Furthermore, Plaintiff and other Class members who worked shifts of seven and one-half (7.5)
28 hours or more per day had a right to take a second 10-minute rest period.

1 43. At all relevant times, Defendants failed in their affirmative obligation to provide
2 Plaintiff and other Class members with the opportunity to take rest periods in accordance with
3 the mandate of the California Labor Code and the applicable IWC Wage Order. As a pattern and
4 practice, Defendants suffered and permitted Plaintiff and Class members to work through legally
5 required rest breaks and denied Plaintiff and Class members the opportunity to take off-duty rest
6 breaks. Specifically, during their employment with Defendants, Plaintiff and Class members
7 were required to remain on work premises, keep employer-issued radios on during their rest
8 breaks, as well as respond to any radio calls received during their rest breaks. As a result,
9 Plaintiff and Class members remained on-duty during these purported rest breaks and Defendants
10 are responsible for paying premium compensation for missed rest breaks pursuant to Labor Code
11 § 226.7.

12 44. As a pattern and practice, Defendants regularly required employees to work
13 through their rest periods without proper compensation and denied Plaintiff and Class members
14 the right to take proper rest periods as required by law.

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

20 46. Plaintiff is informed and believes, and based thereon allege, that Defendants'
21 willful failure to provide all rest period premium wages due and owing to Plaintiff and Class
22 members upon separation from employment results in a continued payment of wages up to thirty
23 (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class
24 who have separated from employment are entitled to compensation pursuant to Labor Code
25 § 203.

26 **THIRD CAUSE OF ACTION**

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

28 **(BY PLAINTIFF, THE MEAL PERIOD CLASS, THE REST PERIOD CLASS, AND THE**

WAGE STATEMENT ADDRESS CLASS AGAINST ALL DEFENDANTS)

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

48. Labor Code § 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information, including without limitation, hourly rates of pay, gross wages earned, net wages earned, and address of the employer. Defendants, as a matter of policy and practice, failed in their affirmative obligation to provide accurate itemized wage statements to Plaintiff and Class members.

49. As a result of the meal and rest period violations alleged above, the wage statements issued to Plaintiff, Meal Period Class Members, and Rest Period Class Members failed to identify the correct gross wages earned, net wages earned, hours worked, and premium pay for missed meal and rest periods.

50. As a separate violation under Labor Code § 226(a), Defendants also issued inaccurate wage statements to Plaintiff and Wage Statement Address Class Members. Specifically, the wage statements failed to identify the address of the employer on the wage statements. Rather, the wage statements only identified the city, state, and zip code of the employer, but not the actual street address.

51. The issuance of inaccurate wage statements caused “injury” under Labor Code § 226(e) to Plaintiff and Class members as they cannot accurately verify their information and/or calculate their wages. Without identifying the correct information required under section 226(a), Plaintiff and Class members will have no way of verifying whether they were correctly paid wages for each particular pay period.

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

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1 **FOURTH CAUSE OF ACTION**

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

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

7 54. Defendants, and each of them, have engaged and continue to engage in unfair and
8 unlawful business practices in California by practicing, employing and utilizing the employment
9 practices outlined above, include, to wit, by: (a) failing to provide off-duty, 30-minute meal
10 periods to employees who worked shifts in excess of 5 hours, in violation of Labor Code
11 §§ 226.7 and 512; and (b) failing to provide off-duty, 10-minute rest periods to employees for
12 every 4 hours worked, or major fraction thereof, in violation of Labor Code § 226.7.

13 55. Defendants' utilization of such unfair and unlawful business practices constitutes
14 unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

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

19 57. Plaintiff is informed and believes, and based thereon alleges, that at all times
20 herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices,
21 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
22 forth herein above thereby depriving Plaintiff and other members of the Class the minimum
23 working condition standards and conditions due to them under the California laws and the
24 applicable IWC Wage Orders as specifically described therein.

25 **FIFTH CAUSE OF ACTION**

26 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***
27 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

28 58. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as

1 though fully set forth herein.

2 59. Plaintiff brings this cause of action as a proxy for the State of California and in
3 this capacity, seeks penalties on behalf of all Aggrieved Employees from October 18, 2020,
4 through the present, for Defendants' violations of Labor Code §§ 201-203, 226, 226.7, and 512,
5 arising from Defendants' misconduct as alleged above: (a) failure to provide duty-free meal
6 periods, or pay meal period premium compensation in lieu thereof, in violation of Labor Code §§
7 226.7 and 512; (b) failure to provide duty-free rest periods, or pay rest period premium
8 compensation in lieu thereof, in violation of Labor Code § 226.7; (c) failure to pay all wages
9 owed upon separation of employment in violation of Labor Code §§ 201-203; and (d) failure to
10 provide accurate itemized wage statements in violation of Labor Code § 226(a).

11 60. On or about October 18, 2021, Plaintiff sent written notice to the California Labor
12 & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-
13 203, 226, 226.7, and 512, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General
14 Act ("PAGA"). To date, the LWDA has not responded to Plaintiff's written notice. In addition
15 to the LWDA, Plaintiff also sent his PAGA notice to Defendants via certified mail according to
16 Labor Code § 2699.3.

17 61. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
18 applicable civil penalties for Defendants' violations of Labor Code §§ 201-203, 226, 226.7, and
19 512, for the time period described above, on behalf of himself and other Aggrieved Employees.

20 **PRAYER FOR RELIEF**

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

- 23 1. For an order certifying the proposed classes;
24 2. For an order appointing Plaintiff as the representative of the classes as described
25 herein;
26 3. For an order appointing counsel for Plaintiff as Class Counsel;
27 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
28 California Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys' fees;

1 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
2 California Labor Code §§ 201-203 and 226.7, and for costs and attorneys' fees;

3 6. Upon the Third Cause of Action, for penalties pursuant to statute as set forth in
4 California Labor Code § 226, and for costs and attorneys' fees;

5 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly
6 affected members of the general public of all funds unlawfully acquired by Defendants by means
7 of any acts or practices declared by this Court to be in violation of Business and Professions
8 Code § 17200, *et seq.*;

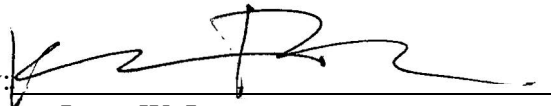
9 8. Upon the Fifth Cause of Action, for the full amount of civil penalties according to
10 proof pursuant to Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

11 9. On all causes of action, for attorneys' fees and costs as provided by California
12 Labor Code §§ 218.5, 226, 2699, and Code of Civil Procedure § 1021.5; and

13 10. For such other and further relief as the Court may deem just and proper.
14

15 DATED: January 26, 2022

DIVERSITY LAW GROUP, P.C.

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17 By: 

18 Larry W. Lee
19 Kwanporn "Mai" Tulyathan
20 Attorneys for Plaintiff and the Class
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