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Superior Court of California
County of Sonoma
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA

THALIA MARAVILLA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

LCS COMMUNITY EMPLOYMENT
LLC, an Iowa limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: SCV-270452

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

- (1) VIOLATION OF CAL. LABOR CODE §§
1194, 1197 AND 1197.1;**
- (2) VIOLATION OF CAL. LABOR CODE §§
510 AND 558;**
- (3) VIOLATION OF CAL. LABOR CODE §
226(a);**
- (4) VIOLATION OF CAL. BUS. & PROF.
CODE § 17200, *ET SEQ.*; AND**
- (5) VIOLATION OF LABOR CODE § 2698,
*ET SEQ.***

DEMAND OVER \$25,000.00

1 Plaintiff Thalia Maravilla (“Plaintiff”) hereby submits this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendant LCS Community
3 Employment LLC (“Defendant”) and Does 1 through 50 (hereinafter collectively referred to as
4 “Defendants”), on behalf of herself and all other similarly situated current and former employees
5 of Defendants, for penalties and/or damages for violations of the California Labor Code, as
6 follows:

7 **INTRODUCTION**

8 1. This class and representative action is within the Court’s jurisdiction under
9 California Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197, 1197.1 and
10 2698 *et seq.*, the applicable Wage Orders of the California Industrial Welfare Commission
11 (“IWC”), and Business and Professions Code section 17200 *et seq.* (“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 Defendants.

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 in receiving minimum wages and overtime wages for all
18 hours worked, accurate itemized wage statements, and all earned wages upon separation of
19 employment.

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 and the UCL by creating and maintaining policies, practices and customs that knowingly deny
23 employees the above stated rights and benefits.

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

27 **JURISDICTION AND VENUE**

28 6. The Court has jurisdiction over the violations of the California Labor Code

sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197, 1197.1 and 2698 *et seq.*, the applicable IWC Wage Orders, and the UCL.

7. Venue is proper because Defendant does business in Sonoma County and maintains a business location in Sonoma County.

PARTIES

8. Plaintiff was employed by Defendant as a non-exempt employee from in or around May 2021 to on or about December 7, 2021.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendant complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197, 1197.1 and 2698 *et seq.*, the applicable IWC Wage Orders, and the UCL.

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant LCS Community Employment LLC is an Iowa limited liability company, which maintains operations in the State of California, including the County of Sonoma.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to California Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197, 1197.1 and 2698 *et seq.*, the applicable IWC Wage Orders, and the UCL.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this 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, the class and members of the general public to be subject to the illegal employment practices, wrongs and injuries complained of

1 herein.

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

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

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

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

24 **CLASS ACTION ALLEGATIONS**

25 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
26 California Code of Civil Procedure section 382. Plaintiff proposes the following Class: all
27 current and former non-exempt employees of Defendant in the State of California at any time
28 from March 23, 2018, through the present (the "Class" or "Class Members").

1 18. **Numerosity and Ascertainability:** The members of the Class are so numerous
2 that joinder of all members would be impractical, if not impossible. The identity of the members
3 of the Class is readily ascertainable by review of Defendant's records, including payroll records.
4 Plaintiff is informed and believes, and based thereon alleges, that Defendant: (a) failed to pay
5 employees minimum and/or overtime wages for time spent undergoing check in procedures,
6 including COVID temperature checks and questionnaires, in violation of Labor Code sections
7 226.2, 510, 558, 1194, 1197 and 1197.1; (b) failed to provide accurate wage statements to
8 employees, in violation of Labor Code section 226(a); (c) failed to pay all earned wages upon
9 termination to separating employees, in violation of Labor Code sections 201, 202, 203, and 204;
10 and (d) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code,
11 and the applicable IWC Wage Orders.

12 19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
13 necessary steps to represent fairly and adequately the interests of the class defined above.
14 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and the
15 individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
16 actions in the past and currently have a number of wage-and-hour class actions pending in
17 California state and federal courts.

18 20. Defendant uniformly administered a corporate policy, practice of: (a) failing to
19 pay employees minimum and/or overtime wages for time spent undergoing check in procedures,
20 including COVID temperature checks and questionnaires, in violation of Labor Code sections
21 226.2, 510, 558, 1194, 1197 and 1197.1; (b) failing to provide accurate wage statements to
22 employees, in violation of Labor Code section 226(a); (c) failing to pay all earned wages upon
23 termination to separating employees, in violation of Labor Code sections 201, 202, 203, and 204;
24 and (d) engaging in Unfair Business Practices in violation of the UCL, the California Labor
25 Code, and the applicable IWC Wage Orders.

26 21. Plaintiff is informed and believes, and based thereon alleges, that Defendant had a
27 consistent and uniform policy, practice and procedure of willfully failing to comply with
28 California Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197, and

1 1197.1, the applicable IWC Wage Orders, and the UCL.

2 22. **Common Question of Law and Fact:** There are predominant common questions
3 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
4 concerning Defendant's policy and practice of: (a) failing to pay employees minimum and/or
5 overtime wages for time spent undergoing check in procedures, including COVID temperature
6 checks and questionnaires, in violation of Labor Code sections 226.2, 510, 558, 1194, 1197 and
7 1197.1; (b) failing to provide accurate wage statements to employees, in violation of Labor Code
8 section 226(a); (c) failing to pay all earned wages upon termination to separating employees, in
9 violation of Labor Code sections 201, 202, 203, and 204; and (d) engaging in Unfair Business
10 Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage
11 Orders.

12 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
13 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
14 as the Class members. As with all other non-exempt employees in the State of California,
15 Plaintiff was required to undergo daily check in procedures off-the-clock, including, but not
16 limited to, COVID temperature checks and questionnaires. Although Defendant required
17 Plaintiff to submit to these checks, Plaintiff was not paid any applicable minimum wages and/or
18 overtime for these check in procedures. To date, Plaintiff has yet to receive the unpaid minimum
19 and overtime wages owed to her. Thus, Defendant is liable for waiting time penalties under
20 Labor Code section 203. Furthermore, as a result of the unpaid minimum and overtime wages,
21 the wage statements provided to Plaintiff and other non-exempt employees displayed inaccurate
22 wage rates, total hours worked, and net and gross wages earned, in violation of Labor Code
23 section 226(a). Therefore, Plaintiff is a member of the Class and has suffered the alleged
24 violations of Labor Code sections 201, 202, 203, 204, 226, 226.2, 510, 558, 1194, 1197, and
25 1197.1, the applicable IWC Wage Orders, and the UCL.

26 24. The California Labor Code and upon which Plaintiff bases these claims are
27 broadly remedial in nature. These laws and labor standards serve an important public interest in
28 establishing minimum working conditions and standards in California. These laws and labor

standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

25. The nature of this action and the format of laws available to Plaintiff and 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 Defendants would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual plaintiff with their 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.

26. 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 the Defendants and which would establish potentially incompatible standards of conduct for the 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.

27. 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 Plaintiff and the Class identified herein, in a civil action, for unpaid minimum wages, overtime wages, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code sections 218.5, 226, 510, 558, 1194, 1197, 1197.1 and Code of Civil Procedure section 1021.5.

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

4 29. The Class is commonly entitled to a specific fund with respect to the
5 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
6 restitution of those funds being improperly withheld by Defendants. This action is brought for
7 the benefit of the entire class and will result in the creation of a common fund.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE §§ 1194, 1197, AND 1197.1**

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

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

13 31. This cause of action is brought pursuant to Labor Code sections 1194, 1197 and
14 1197.1, which require an employer to pay employees minimum wages for all hours worked less
15 than eight hours in a day and/or less than 40 hours in a workweek.

16 32. As a pattern and practice, Defendant suffered and permitted Class Members to
17 work without payment of minimum wages for all hours worked in a workday and workweek.
18 Specifically, Defendant required Class Members to submit to daily check in procedures off-the-
19 clock, including, but not limited to, COVID temperature checks and questionnaires. Class
20 Members did not receive the payment of wages for such time.

21 33. Plaintiff is informed and believes and based thereon alleges that Defendant
22 willfully failed to pay Class Members wages due and owing to them. Defendant's willful and
23 intentional failure to provide wages due and owing to separated Class Members resulted in
24 continued payment of wages up to thirty (30) days from the time the wages are due. Therefore,
25 all member of the Class who have separated from employment are entitled to compensation as
26 per Labor Code section 203.

27 34. Such a pattern, practice and uniform administration of corporate policy regarding
28 illegal employee compensation as described herein is unlawful and creates an entitlement to

1 recovery by Plaintiff, the Class in a civil action, for the unpaid balance of the full amount of
2 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
3 to the mandate of California Labor Code sections 201, 202, 203, 204, 226.2, 1194, 1197, and
4 1197.1.

5 **SECOND CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

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

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

10 36. This cause of action is brought pursuant to Labor Code sections 510, 558 and
11 1194, which require an employer to pay employees overtime at a rate of one and one-half the
12 employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in
13 a workweek.

14 37. As a pattern and practice, Defendant suffered and permitted Class Members to
15 work in excess of eight hours in a workday and/or over 40 hours in a workweek without
16 overtime pay. Specifically, Defendant required Class Members to submit to daily check in
17 procedures off-the-clock, including, but not limited to, COVID temperature checks and
18 questionnaires. Class Members did not receive the payment of overtime wages for such time.

19 38. Plaintiff is informed and believes and based thereon alleges that Defendant
20 willfully failed to pay Class Members wages due and owing to them. Defendant's willful and
21 intentional failure to provide wages due and owing to separated Class Members resulted in
22 continued payment of wages up to thirty (30) days from the time the wages are due. Therefore,
23 all member of the Class who have separated from employment are entitled to compensation as
24 per Labor Code section 203.

25 39. Such a pattern, practice and uniform administration of corporate policy regarding
26 illegal employee compensation as described herein is unlawful and creates an entitlement to
27 recovery by Plaintiff, the Class in a civil action, for the unpaid balance of the full amount of
28 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according

1 to the mandate of California Labor Code sections 201, 202, 203, 204, 510, 558, and 1194.

2 **THIRD CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 226**

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

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

7 41. Defendant, as a matter of policy and practice, did not provide accurate records in
8 violation of Labor Code section 226(a) by failing to provide accurate payroll records to
9 employees.

10 42. Here, Plaintiff and the Class were paid hourly. As such, the wage statements
11 should have reflected the applicable hourly rates of pay and gross and net wages earned, pursuant
12 to Labor Code section 226(a). However, the wage statements provided to Plaintiff and Class
13 Members failed to identify such information. More specifically, as a result of the aforementioned
14 violations of the Labor Code the wages statements identified incorrect wage rates and net and
15 gross wages earned, in violation of Labor Code section 226(a).

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

21 **FOURTH CAUSE OF ACTION**

22 **VIOLATIONS OF THE UCL, BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

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

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

26 45. Defendant has engaged and continues to engage in unfair and unlawful business
27 practices in California by practicing, employing, and utilizing the employment practices outlined
28 above, including by failing to pay employees minimum and/or overtime wages for time spent

undergoing check in procedures, including COVID temperature checks and questionnaires, in violation of Labor Code sections 510, 558, 1194, 1197 and 1197.1.

46. Defendant's utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendant's competitors.

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

FIFTH CAUSE OF ACTION

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

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

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

49. Plaintiff brings this cause of action as a proxy for the State of California, and in this capacity, seeks penalties on behalf of all Aggrieved Employees from March 4, 2021, through the present, for Defendant's policy and practice of: (a) failing to pay employees minimum and/or overtime wages for time spent undergoing check in procedures, including COVID temperature checks and questionnaires, in violation of Labor Code sections 510, 558, 1194, 1197 and 1197.1; (b) failing to provide accurate wage statements to employees, in violation of Labor Code section 226(a); and (c) failing to pay all earned wages upon termination to separating employees, in violation of Labor Code sections 201, 202, 203, and 204.

50. As a pattern and practice, Defendant suffered and permitted Aggrieved Employees to work without payment of minimum and/or overtime wages, as required by the Labor Code. Specifically, Defendant required Aggrieved Employees to submit to daily check in procedures off-the-clock, including, but not limited to, COVID temperature checks and questionnaires. Aggrieved Employees did not receive the payment of wages for such time.

11. Defendant failed in its affirmative obligation to provide accurate itemized wage

1 statements to Aggrieved Employee. Aggrieved Employees were paid hourly. As such, the wage
2 statements provided to these employees should have reflected all applicable hourly rates in effect
3 during the pay period, the corresponding number of hours worked at each hourly rate, the total
4 hours worked and the gross/net wages earned. However, as a result of the non-payment of
5 minimum and/or overtime wages, the wage statements provided to Aggrieved Employees failed
6 to identify such information.

7 12. On or about March 4, 2022, Plaintiff sent written notice to the California Labor &
8 Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code sections
9 201, 202, 203, 204, 226, 510, 558, 1194, 1197 and 1197.1, pursuant to Labor Code section 2698,
10 *et seq.*, the Private Attorney General Act ("PAGA"). More than sixty-five days has elapsed since
11 Plaintiff sent written notice.

12 13. To date, the LWDA has not responded to Plaintiff's written notice. As such,
13 pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil
14 penalties for Defendant's violation of Labor Code sections 201, 202, 203, 204, 226, 510, 558,
15 1194, 1197 and 1197.1 for the time period described above, on behalf of herself and other
16 Aggrieved Employees.

17 **PRAYER FOR RELIEF**

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

- 20 1. For an order certifying the proposed class;
- 21 2. For an order appointing Plaintiff as the representative of the class as described
22 herein;
- 23 3. For an order appointing counsel for Plaintiff as class counsel;
- 24 4. Upon the First Cause of Action, for damages and/or penalties pursuant to statute
25 as set forth in Labor Code sections 201, 202, 203, 204, 226.2, 1194, 1197, and 1197.1, and for
26 costs and attorneys' fees;
- 27 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
28 Labor Code sections 201, 202, 203, 204, 510, 558, and 1194, and for costs and attorneys' fees;

1 6. Upon the Third Cause of Action, for penalties pursuant to California Labor Code
2 section 226, and for costs and attorneys' fees;

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

7 8. Upon the Fifth Cause of Action, for civil penalties according to proof pursuant to
8 Labor Code section 2698 *et seq.*, and for costs and attorneys' fees;

9 9. On all causes of action for attorneys' fees and costs as provided by California
10 Labor Code sections 201, 202, 203, 204, 218.5, 226, 226.2, 510, 558, 1194, 1197 and 2698 *et*
11 *seq.*, and Code of Civil Procedure section 1021.5; and

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

14 DATED: June 3, 2022

DIVERSITY LAW GROUP, P.C.

15
16 By: _____
17 Larry W. Lee
18 Kristen M. Agnew
19 Nicholas Rosenthal
20 Attorneys for Plaintiff and the Class
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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

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

On June 3, 2022, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

Peter Z. Stockburger
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Attorneys for Defendant
LCS COMMUNITY EMPLOYMENT LLC

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 3, 2022, at Los Angeles, California.


Erika Mejra