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[Additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO - COMPLEX

TOBY BONNEAU, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

CALPORTLAND COMPANY, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 37-2022-00037510-CU-OE-CTL

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

**(1) VIOLATION OF LABOR CODE §§ 226.7
and 512;**

(2) VIOLATION OF LABOR CODE § 226.7;

**(3) VIOLATION OF LABOR CODE §§ 201-
203, 510, 558, and 1194;**

(4) VIOLATION OF LABOR CODE § 226;

**(5) VIOLATION OF BUSINESS &
PROFESSIONS CODE § 17200, ET SEQ.;
AND**

**(6) VIOLATION OF LABOR CODE §2698,
ET SEQ.**

DEMAND EXCEEDS \$25,000.00

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Attorneys for Plaintiff and the Class

1 Plaintiff Toby Bonneau (“Plaintiff”), hereby submits this First Amended Class Action
2 Complaint (“Complaint”) against Defendants CalPortland Company, a California corporation
3 (“Defendant,” or the “Company”), and DOES 1-100 (hereinafter collectively referred to as
4 “Defendants”), as an individual and on behalf of a Class of all other similarly situated current
5 and former employees of Defendants for penalties and/or damages for violations of the
6 California Labor Code, including without limitation, failure to provide meal and rest periods and
7 pay the requisite premium wages at the regular rate of pay, pay overtime wages at the correct,
8 regular rate of pay, provide employees with accurate itemized wage statements and timely pay
9 wages to terminated employees as follows:

10 **JURISDICTION AND VENUE**

11 1. This Court has jurisdiction over the violations of the California Labor Code §§
12 201-203, 226, 226.7, 510, 512, 558, 1194, and 2698, *et seq.*, and California Business &
13 Professions Code § 17200, *et seq.*

14 2. Venue is proper in this Court because Plaintiff worked for Defendant in San
15 Diego, California.

16 **PARTIES**

17 3. On or about July 1, 2022, Defendant hired Plaintiff to work as a non-exempt
18 Readymix Driver in San Diego, California. On or about September 13, 2022, Plaintiff’s
19 employment ended.

20 4. Defendants are engaged in the construction and concrete industry and operate in
21 the State of California, including in San Diego County.

22 **DOE DEFENDANTS**

23 5. Plaintiff does not know the true names or capacities, whether individual, partner
24 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
25 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
26 complaint when the true names and capacities are known. Plaintiff is informed and believes and,
27 based thereon alleges, that each of said fictitious Defendants was responsible in some way for the
28 matters alleged herein and proximately caused Plaintiff to be subject to the illegal employment

1 practices, wrongs and injuries complained of herein.

2 **AGENCY STATUS OF EACH DEFENDANT**

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

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

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

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

25 **CLASS ALLEGATIONS**

26 10. **Class Definition:** The named individual Plaintiff brings this action individually
27 and on behalf of the following Classes pursuant to Code of Civil Procedure § 382. Plaintiff
28 proposes the following class definitions:

- 1 a. All current and former California non-exempt employees of Defendants who were
2 paid any meal period premium payments and earned non-discretionary
3 remuneration, including without limitation, “CashFrng” wages, covering the same
4 period that meal period premiums were paid, at any time from September 20,
5 2018, through the present (the “Meal Period Premium Class”);
- 6 b. All current and former California non-exempt employees of Defendants who were
7 paid any rest period premium payments and earned non-discretionary
8 remuneration, including without limitation, “CashFrng” wages, covering the same
9 period that rest period premiums were paid, at any time from September 20, 2018,
10 through the present (the “Rest Period Premium Class”);
- 11 c. All current and former California non-exempt employees of Defendants who were
12 paid any overtime wages and earned non-discretionary remuneration, including
13 without limitation, “CashFrng” wages, covering the same period that overtime
14 wages were paid, at any time from September 20, 2018, through the present (the
15 “Overtime Class”); and
- 16 d. All current and former California non-exempt employees who were paid
17 “CashFrng” wages at any time from September 20, 2021, through the present (the
18 “CashFrng Class”).

19 11. **Numerosity:** The members of the Class are so numerous that joinder of all
20 members would be impractical, if not impossible. The identity of the members of the Class is
21 readily ascertainable by review of Defendant’s records, including payroll records. Plaintiff is
22 informed and believe, and based thereon alleges, that Defendant failed to: (a) pay meal and rest
23 period premium and overtime wages based on the regular rate of pay when employees also
24 earned additional non-discretionary remuneration, including without limitation, “CashFrng”
25 wages, covering the same time periods in which the premiums were paid in violation of Labor
26 Code §§ 201-203, 226, 226.7, 510, 512, and 1194; and (b) provide accurate itemized wage
27 statements whenever Defendant paid “CashFrng” wages in violation of Labor Code § 226(a).

28 12. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all

1 necessary steps to represent fairly and adequately the interests of the Class defined above.
2 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and
3 individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
4 actions in the past and currently have a number of wage-and-hour class actions pending in
5 California courts.

6 **13. Common Question of Law and Fact:** There are predominant common questions
7 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
8 concerning Defendants' failure to: (a) pay meal and rest period premium and overtime wages
9 based on the regular rate of pay when employees also earned additional non-discretionary
10 remuneration, including without limitation, "CashFrng" wages, covering the same time periods
11 in which the premiums were paid in violation of Labor Code §§ 201-203, 226, 226.7, 510, 512,
12 and 1194; and (b) provide accurate itemized wage statements whenever Defendant paid
13 "CashFrng" wages in violation of Labor Code § 226(a).

14 **14. Typicality:** The claims of Plaintiff are typical of the claims of all members of the
15 Class. Plaintiff is a member of the Class and has suffered the alleged violations of California
16 Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, and 1194. Specifically, Plaintiff earned non-
17 discretionary incentive pay, including without limitation, "CashFrng" wages, which was not
18 factored into the regular rate of pay for purposes of paying meal and rest period premium pay,
19 and overtime wages. Instead, during pay periods in which Plaintiff earned non-discretionary
20 remuneration covering time periods in which Plaintiff was paid meal and rest period premium
21 pay and overtime wages, Defendants improperly paid the meal and/or rest period premium pay
22 and overtime wages at the base rate of pay. Further as a result of such violations, the Company
23 violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of
24 employment due to the underpaid meal and rest break premiums and Labor Code § 226 by
25 failing to accurately identifying the accurate rate of pay, and gross and net wages earned.
26 Additionally, Defendant violated Labor Code § 226(a) as to Plaintiff and Class Members
27 whenever Defendant paid "CashFrng" wages because Defendant failed to specify the hourly rate
28 at which said wages were paid. Therefore, Plaintiff is a member of the Class and has suffered

1 the alleged violations of California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, and 1194,
2 and Business & Professions Code § 17200, *et seq.*

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

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

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

28 18. Such a pattern, practice and uniform administration of corporate policy regarding

1 illegal employee compensation described herein is unlawful and creates an entitlement to
2 recovery by the Plaintiff and the Class identified herein, in a civil action for all damages and or
3 penalties pursuant to Labor Code § 226 including interest thereon, applicable penalties,
4 reasonable attorney's fees, and costs of suit according to the mandate of California Labor Code
5 §§ 218.5, 226, and 1194 and Code of Civil Procedure § 1021.5.

6 19. Proof of a common business practice or factual pattern, which the named Plaintiff
7 experienced and is a representative of, will establish the right of each of the members of the
8 Class to recovery on the causes of action alleged herein. This action is brought for the benefit of
9 the entire Class and will result in the creation of a common fund.

10 **FIRST CAUSE OF ACTION**

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

12 **(BY PLAINTIFF AND THE MEAL PERIOD PREMIUM CLASS AGAINST ALL**
13 **DEFENDANTS)**

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

16 21. At all relevant times, Defendants failed in their affirmative obligation to ensure
17 that Plaintiff, and other class members, had the opportunity to take and were provided with off-
18 duty meal periods in accordance with the mandates of the California Labor Code and the
19 applicable IWC Wage Order. Plaintiff and Class Members were suffered and permitted to work
20 through legally required meal breaks and were denied the opportunity to take their full 30-minute
21 off-duty meal breaks. As such, Defendants are responsible for paying premium compensation
22 for missed meal periods pursuant to Labor Code §§ 226.7 and 512 and the applicable IWC Wage
23 Order. Specifically, Labor Code § 226.7(c) provides that "the employer shall pay the employee
24 one additional hour of pay at the employee's regular rate of compensation for each workday the
25 meal or rest or recovery period is not provided." Defendants, as a matter of corporate policy and
26 procedure, regularly failed to pay the meal period premium at the correct rate of pay. Plaintiff
27 and Class Members earned non-discretionary incentive pay, including without limitation,
28 "CashFrng" wages, which was not factored into the regular rate of pay for purposes of paying

1 meal period premium pay. Instead, during pay periods in which Plaintiff and Class Members
2 earned non-discretionary remuneration, Defendants improperly paid the meal premium pay at the
3 base rate of pay.

4 22. Plaintiff is informed and believe and based thereon alleges that Defendants
5 willfully failed to include all remuneration, including non-discretionary remuneration, in the
6 regular rate of pay for purposes of calculating meal period premium pay, as required by Labor
7 Code §§ 226.7 and 512, and the applicable IWC Wage Order. Plaintiff further alleges that
8 Plaintiff and similarly situated employees are owed wages for the meal period violations set forth
9 above.

10 23. Plaintiff is informed and believes, and based thereon allege, that Defendants'
11 willful failure to provide all meal period premium pay and/or wages due and owing them upon
12 separation from employment results in a continued payment of wages up to thirty (30) days from
13 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
14 separated from employment are entitled to compensation pursuant to Labor Code § 203.
15 Such a pattern, practice and uniform administration of corporate policy as described herein is
16 unlawful and creates an entitlement to recovery by the Plaintiff and Class Members identified
17 herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to
18 Labor Code §§ 201, 202, 203, 226.7 and 512, and the applicable IWC Wage Order, including
19 interest thereon, penalties, and costs of suit.

20 **SECOND CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE § 226.7**

22 **(BY PLAINTIFF AND THE REST PERIOD PREMIUM CLASS AGAINST ALL**
23 **DEFENDANTS)**

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

26 25. At all relevant times, Defendants failed in their affirmative obligation to ensure
27 that Plaintiff, and other class members, were authorized and permitted to take rest periods in
28 accordance with the mandates of the California Labor Code and the applicable IWC Wage

1 Order. Plaintiff and Class Members were suffered and permitted to work through legally
2 required rest breaks and were denied the opportunity to take their full 10-minute off-duty rest
3 breaks for every 3.5 hours worked. As such, Defendants are responsible for paying premium
4 compensation for missed rest periods pursuant to Labor Code §§ 226.7 and 512 and the
5 applicable IWC Wage Order. Specifically, Labor Code § 226.7(c) provides that “the employer
6 shall pay the employee one additional hour of pay at the employee’s regular rate of
7 compensation for each workday the meal or rest or recovery period is not provided.”
8 Defendants, as a matter of corporate policy and procedure, regularly failed to pay the rest period
9 premium at the correct rate of pay. Plaintiff and Class Members earned non-discretionary
10 incentive pay, including without limitation, “CashFrng” wages, which was not factored into the
11 regular rate of pay for purposes of paying rest period premium pay. Instead, during pay periods
12 in which Plaintiff and Class Members earned non-discretionary remuneration, Defendants
13 improperly paid the rest premium pay at the base rate of pay.

14 26. Plaintiff is informed and believe and based thereon alleges that Defendants
15 willfully failed to include all remuneration, including non-discretionary remuneration, in the
16 regular rate of pay for purposes of calculating rest period premium pay, as required by Labor
17 Code § 226.7, and the applicable IWC Wage Order. Plaintiff further alleges that Plaintiff and
18 similarly situated employees are owed wages for the rest period violations set forth above.

19 27. Plaintiff is informed and believes, and based thereon allege, that Defendants’
20 willful failure to provide all rest period premium pay and/or wages due and owing them upon
21 separation from employment results in a continued payment of wages up to thirty (30) days from
22 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
23 separated from employment are entitled to compensation pursuant to Labor Code § 203.
24 Such a pattern, practice and uniform administration of corporate policy as described herein is
25 unlawful and creates an entitlement to recovery by the Plaintiff and Class Members identified
26 herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to
27 Labor Code §§ 201, 202, 203, 226.7 and 512, and the applicable IWC Wage Order, including
28 interest thereon, penalties, and costs of suit.

1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE §§ 201-204, 510, 558, AND 1194**

3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE OVERTIME CLASS)**

4 28. Plaintiffs reallege and incorporate by reference the preceding paragraphs as
5 though fully set for herein.

6 29. This cause of action is brought pursuant to Labor Code §§ 510 and 1194, which
7 require an employer to pay employees overtime at a rate of one and one-half the employee's
8 regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a
9 workweek.

10 30. During their employment with Defendants, including during pay periods wherein
11 Plaintiff and the Class worked overtime, Plaintiff and the Class also earned non-discretionary
12 remuneration, such as "CashFrng" wages. Defendants, as a corporate-wide practice and policy,
13 did not calculate and/or factor such remuneration into the regular rate of pay for purposes of
14 calculating revised and increased overtime pay, and as such, owe Plaintiff and the Class
15 additional overtime pay.

16 31. Plaintiff is informed and believes and based thereon alleges that Defendants'
17 willful failure to provide Plaintiff and Class Members the wages due and owing them upon
18 separation from employment results in a continued payment of wages up to thirty (30) days from
19 the time the wages were due. Therefore, Plaintiff and Class Members who have separated from
20 employment are entitled to compensation pursuant to Labor Code § 203.

21 32. Such a pattern, practice and uniform administration of corporate policy regarding
22 illegal employee compensation as described herein is unlawful and creates an entitlement to
23 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
24 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
25 to the mandate of California Labor Code §§ 510, 558, 1194 and 1197.1.

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1 **FOURTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 226**

3 **(BY PLAINTIFF AND THE MEAL AND REST PERIOD PREMIUM, OVERTIME AND**
4 **CASHFRNG CLASSES AGAINST ALL DEFENDANTS)**

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

7 34. Defendants failed in their affirmative obligation to provide accurate itemized
8 wage statements. Specifically, Defendant did not include the correct rate of premium pay for
9 missed meal and/or rest periods and overtime on wage statements issued to Plaintiff and other
10 non-exempt employees. Additionally, whenever “CashFrng” wages were paid, Defendant failed
11 to list the applicable hourly rate on wage statements furnished to Plaintiff and Class Members.
12 Therefore, Defendants violated Labor Code § 226 by not providing the requisite itemized wage
13 statements to Plaintiff and Class Members.

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

19 **FIFTH CAUSE OF ACTION**

20 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

21 **(BY PLAINTIFF ON BEHALF OF THE MEAL AND REST PERIOD PREMIUM**
22 **CLASSES**
23 **AGAINST ALL DEFENDANTS)**

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

26 37. Defendants, and each of them, have engaged and continue to engage in unfair and
27 unlawful business practices in California by practicing, employing and utilizing the employment
28 practices outlined above, include, to wit, by failing to include all non-discretionary remuneration,

1 in the regular rate of pay for purposes of calculating meal and rest period premium pay and
2 overtime wages in violation of Labor Code §§ 226.7, 510, 512, and 1194.

3 38. Defendants' utilization of such unfair and unlawful business practices constitutes
4 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

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

9 40. Plaintiff is informed and believes, and based thereon alleges, that at all times
10 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
11 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
12 forth herein above thereby depriving Plaintiff and other members of the class the minimum
13 working condition standards and conditions due to them under the California laws as specifically
14 described therein.

15 **SIXTH CAUSE OF ACTION**

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

17 **(BY PLAINTIFF AS PROXY FOR STATE OF CALIFORNIA AGAINST ALL**
18 **DEFENDANTS)**

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

21 42. Plaintiff seeks penalties on behalf of the State of California for violations of
22 Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194 and 2698, *et seq.*, committed against all
23 similarly aggrieved non-exempt employees who were paid any wages at any time from
24 September 19, 2021, through the present.

25 43. On or about September 19, 2022, Plaintiff sent written notice to the California
26 Labor & Workforce Development Agency (the "LWDA") of Defendants' violation of Labor
27 Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, pursuant to Labor Code § 2698, *et seq.*, the
28 Private Attorneys General Act (the "PAGA"). Plaintiff also sent written notice of said Labor

Code violations to Defendant via certified mail pursuant to Labor Code § 2699.3. As of the date of the filing of this Complaint, the LWDA has not provided written notice regarding whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notice.

44. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties, attorneys' fees, and costs for Defendants' violation of Labor Code §§ 201-203, 226, 226.3, 226.7, 510, 512, 558, 1194 and 2698, *et seq.* for the time period described above, on behalf of himself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment to be entered in Plaintiff's favor and against Defendants, and each of them, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class;
3. For an order appointing Counsel for Plaintiff as Class counsel;
5. Upon the First Cause of Action, for damages and/or penalties pursuant to Labor Code §§ 201-203, 226, 226.7, and 512, and for costs;
6. Upon the Second Cause of Action, for damages and/or penalties pursuant to Labor Code §§ 201-203, 226, and 226.7, and for costs;
7. Upon the Third Cause of Action, for penalties and/or damages pursuant to Labor Code § 226, *et seq.*, for interest, costs, and for attorney's fees;
8. Upon the Fourth Cause of Action, for penalties and/or damages pursuant to Labor Code §§ 201-203, 226, 510, 558, and 1194, for interest, costs, and for attorney's fees;
9. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly effected members of the general public of all funds unlawfully acquired by Defendant by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
10. Upon the Sixth Cause of Action, for civil penalties, costs and attorneys' fees pursuant to Labor Code §§ 226.3 and 2699;
11. On all causes of action, for prejudgment interest at the prevailing legal rate;

1 12. On all causes of action, for attorney's fees and costs as provided by California
2 Labor Code §§ 218.5, 226, 1194, 2699 and Code of Civil Procedure § 1021.5 and for such other
3 and further relief the Court may deem just and proper.

4 13. Costs of suit; and

5 14. Such other and further relief as the Court may deem proper.

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7 Dated: November 30, 2022

DIVERSITY LAW GROUP, P.C.

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10 By:  _____

Larry W. Lee

Attorneys for Plaintiff and the Class