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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
2/3/2025 10:12 AM
By: Ariel Barajas, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JONATHAN LOPEZ, STEPHANIE LOPEZ
FLORES, on behalf of themselves, and all
aggrieved employees,

Plaintiffs,

v.

ALTERNATIVE BEHAVIOR STRATEGIES
LLC; and DOES 1 through 10, inclusive,

Defendants.

) Case No: CIVSB2503467

) REPRESENTATIVE ACTION

) FILED UNDER PRIVATE ATTORNEYS

) GENERAL ACT OF 2004 (PAGA)

) **REPRESENTATIVE ACTION**

) **COMPLAINT FOR:**

) **1. PENALTIES; and**

) **2. ATTORNEYS' FEES.**

) **DEMAND FOR JURY TRIAL**

1 Plaintiffs JONATHAN LOPEZ and STEPHANIE LOPEZ FLORES (collectively
2 “Plaintiffs”), on behalf of themselves and all aggrieved employees, complain against Defendants
3 ALTERNATIVE BEHAVIOR STRATEGIES LLC, and Does 1 through 10 (all referred to
4 collectively as “Defendants” or “ABS”) as follows:

5 **I. JURISDICTION AND VENUE**

6 1. This Court has subject matter jurisdiction over Plaintiffs’ claims, based on, among
7 other statutes, Labor Code §§ 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 510, 512, 1194,
8 1194.2, 1197, 1197.1, 1198, and 1199. In particular, Plaintiffs have complied with all Labor
9 Code § 2699.3 requirements for commencing a civil action under the California Private
10 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”).

11 2. This Court has personal jurisdiction over the parties because at all times relevant
12 hereto Plaintiffs were California residents who worked in California for Defendants and
13 Defendants have systematically and continuously conducted business in the State of California.

14 3. Venue in a representative action is proper in any county that aggrieved employees
15 performed work. *Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal. App. 5th
16 1049. Defendant operates in multiple California counties, including San Bernardino County.
17 Venue is further proper in this Court under California Code of Civil Procedure § 395.5 because
18 (a) the Aggrieved Employees performed part of their duties in San Bernardino County, (b) part
19 of the of the obligations of the parties arises in San Bernardino County, (c) part of Defendants’
20 liability arises in San Bernardino County, and (d) breaches by Defendants occurred in connection
21 with work performed partly in San Bernardino County.

22 **II. PARTIES AND BACKGROUND**

23 4. Plaintiff JONATHAN LOPEZ is an adult who worked for Defendants as a non-
24 exempt hourly behavioral technician for Defendants in Southern California from approximately
25 April to September 2024. Plaintiff JONATHAN LOPEZ worked as behavioral technician where
26 he provided in-home services for Defendants’ clients. Plaintiff JONATHAN LOPEZ worked
27 numerous long shifts of six hours or more, including shifts over eight hours.

28 5. Plaintiff STEPHANIE LOPEZ FLORES is an adult who worked for Defendants

1 as a non-exempt hourly behavioral technician for Defendants in California from approximately
2 August 2023 through October 25, 2024. She worked for Defendants at a fixed location. Plaintiff
3 STEPHANIE LOPEZ FLORES worked both part time as well as full time during her
4 employment, including numerous shifts over eight hours.

5 6. Defendant ABS is a Utah limited liability company doing business throughout
6 California and is a “person” as defined by Labor Code § 18 and California Business and
7 Professions Code § 17201. In addition, it is an “employer” as that term is used in the Labor
8 Code and in the California Industrial Welfare Commission’s Orders regulating wages, hours, and
9 working conditions.

10 7. Plaintiffs are ignorant of the true names and capacities of Defendants sued as
11 Does 1 through 10, inclusive, and therefore sues those Defendants by those fictitious names.
12 Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained.
13 Plaintiffs are informed and believe and on that ground allege that each of the fictitiously named
14 Defendants is responsible in some manner for the occurrences alleged and that Plaintiffs’
15 damages and other losses as alleged are proximately caused by those occurrences.

16 8. On behalf of the State of California and all aggrieved employees who worked as
17 hourly non-exempt behavioral therapist employees at any time or times during the applicable
18 statute of limitations, Plaintiffs seek all applicable penalties, interest, attorneys’ fees, costs and
19 other sums for each violation of: (a) Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1 1198 and
20 1199 and IWC Wage Order No. 5 (failure to pay wages, including minimum wages and
21 overtime, for all hours worked), (b) Labor Code §§ 226.7, 512, 1198 and 1999 and the IWC
22 Wage Order No. 5 (failure to provide meal periods); (c) Labor Code § 226.7, 1198 and 1199 and
23 IWC Wage Order No. 5 (failure to authorize and permit rest breaks); (d) Labor Code §§ 226 and
24 226.3 (failure to provide accurate itemized wage statements); (e) Labor Code §§ 201-203 (failure
25 to pay former aggrieved employees all wages due and owing at the time of discharge or
26 voluntary quit), and (f) Labor Code § 204 (failure to pay aggrieved employees in a timely
27 manner).
28

III. FACTUAL ALLEGATIONS

9. ABS operates behavioral training centers for patients with autism as well as provides in-home services.

10. At all relevant times, Plaintiffs were employed by ABS as an hourly non-exempt employee in the health care industry as defined by § 2(G) of IWC Wage Order 5-2001.

11. Defendants have implemented a policy and practice of failing to pay Plaintiffs and other aggrieved employees statutorily-mandated overtime pay by failing to pay them their entire hourly rate and/or premium wages and, at times, any wages at all, including the minimum wage, for compensable time spent under ABS' direction and control in violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 and IWC Wage Order 5-2001. Defendant's timekeeping system did not track actual time worked, rather it paid for a set amount for a session. Many of the sessions went longer because the patients, who are minors, would still be present and required supervision. Plaintiffs and other aggrieved employees could not leave these minor patients alone. This also forced Plaintiffs and other aggrieved employees to fill out session notes and prepare patient reports after the scheduled session ended, there was no way to account for this time in the timekeeping session. Thus, this time was unpaid.

12. Additionally, Plaintiffs and other aggrieved employees had to take online training modules through a program called Relias. Numerous modules were completely unpaid, despite taking an hour or more to complete. Other modules were partially paid because ABS paid a flat rate and the modules took longer to complete than the allowed time. Plaintiffs and other aggrieved employees were not paid for any time beyond the scheduled module time.

13. At all relevant times, Labor Code §§ 226.7 and 512 and the IWC Wage Order No. 5 required employers to provide employees with a first meal period of not less than 30 minutes during which they are relieved of all duty (referred to as "duty-free") before working more than five hours, and a second duty-free meal period of not less than 30 minutes before working more than 10 hours in a day. As alleged herein, ABS employed a policy and practice of failing to provide all meal periods to Plaintiffs and other aggrieved employees. Plaintiff JONATHAN LOPEZ often worked over six hours a day as an in-home behavioral therapist, including

1 numerous days over eight hours. He often did not receive his meal periods because there was no
2 one to watch the patient, who were minors. Further, on information and belief, other aggrieved
3 employees also missed their meal periods.

4 14. At all relevant times, Labor Code § 226.7 and IWC Wage Order No. 5 required
5 employers to authorize and permit a paid rest break of at least 10 minutes for every four hours of
6 work performed or major fraction thereof. An employee working more than ten hours in a single
7 workday is entitled to three paid rest breaks, each lasting at least 10 minutes. As alleged herein,
8 ABS employed a policy and practice of failing to permit and authorize rest periods and/or paying
9 rest period premiums to aggrieved employees for such rest periods not provided, in violation of
10 the Labor Code and Wage Order 5-2001. Plaintiff JONATHAN FLORES missed his rest periods
11 approximately four times a week because there was no relief provided to in-home behavioral
12 technicians and he had to stay and supervise the patients, who are minors. Plaintiff STEPHANIE
13 LOPEZ FLORES missed at least one rest break approximately three times per week because she
14 would have to stay and supervise minor patients with no relief. On information and belief, other
15 aggrieved employees similarly were not authorized and permitted to take their rest breaks. Also,
16 as Plaintiffs and the aggrieved employees were paid on a piece-rate basis for sessions conducted,
17 rest breaks should have been paid separate pursuant to Labor Code § 226.2. Plaintiffs and other
18 aggrieved employees were not paid separately for rest breaks in compliance with this section.
19 Plaintiffs and other aggrieved employees were not paid premium pay for these violations.

20 15. Labor Code § 226 provides that every employer is required, “semimonthly or at
21 the time of each payment of wages,” to provide each employee with an itemized wage statement
22 setting forth, *inter alia*, the total hours worked by the employee (except for salaried employees)
23 and “all applicable hourly rates in effect during the pay period and the corresponding number of
24 hours worked at each hourly rate by the employee.” Cal. Lab. Code § 226(a). Defendants
25 implemented a policy and practice of violating Labor Code § 226 by failing to provide complete
26 and accurate itemized wage statements to Plaintiffs and other aggrieved employees in that the
27 wage statements provided do not, among other things, display “all applicable hourly rates in
28 effect during the pay period and the corresponding number of hours worked at each hourly rate,”

1 the correct “total hours worked,” and the “gross wages earned.” In addition, the wage statements
2 do not include premium pay for missed meal and rest periods. Through its violation of Labor
3 Code § 226(a), Defendants also violated Labor Code § 226.3 .

4 16. ABS employed a policy and practice of failing to pay Plaintiffs and other
5 aggrieved employees all wages due and owing in a timely manner as required by Labor Code §
6 204.

7 17. Defendants had a policy and practice of violating Labor Code §§ 201- 203 by
8 failing to pay Plaintiffs and other aggrieved employees all wages due and owing at the time of
9 discharge or voluntary quit. Plaintiffs and other aggrieved employees who no longer are
10 employed by Defendants still are owed minimum wages and overtime, as well as premium pay
11 for missed meal periods and rest breaks.

12 **IV. REPRESENTATIVE ACTION ALLEGATIONS**

13 18. Plaintiffs seek to represent all aggrieved employees within the meaning of Labor
14 Code §§ 2698, *et seq.*, who are employed by Defendant’s as hourly non-exempt employees and
15 who performed work for ABS in California and were not paid any wages whatsoever, including
16 minimum wage and overtime, for certain hours worked.

17 19. Plaintiffs seek to represent all aggrieved employees with the meaning of Labor
18 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt
19 employees who performed work for ABS in California and were not provided their required meal
20 periods.

21 20. Plaintiffs seek to represent all aggrieved employees with the meaning of Labor
22 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt
23 employees who performed work for ABS in California and were not authorized or permitted to
24 take all of their required rest periods.

25 21. Plaintiffs seek to represent all aggrieved employees with the meaning of Labor
26 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt
27 employees who performed work for ABS in California and did not receive the complete and
28 accurate itemized wage statements required by Labor Code §§ 226(a) and 226.3.

1 22. Plaintiffs seek to represent all aggrieved employees with the meaning of Labor
2 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt
3 employees who performed work for ABS in California and were not paid all wages due at the
4 time of discharge or voluntary quit as required by Labor Code §§ 201-203.

5 23. Plaintiffs seek to represent all aggrieved employees with the meaning of Labor
6 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt
7 employees who performed work for ABS in California and were not paid all wages in a timely
8 manner as required by Labor Code § 204.

9 24. There is a well-defined community of interest in the questions of law and fact
10 affecting the aggrieved employees whom Plaintiffs seek to represent. The aggrieved employees'
11 claims against Defendants involve questions of common or general interest including but not
12 limited to the following: (1) whether Defendants had a policy and practice of failing to pay
13 aggrieved employees any wages whatsoever for certain hours worked, including minimum wage
14 and overtime, (2) whether Defendants had a policy and practice of failing to provide aggrieved
15 employees with all of their required meal periods; (3) whether Defendants had a policy and
16 practice of failing to authorize and permit aggrieved employees to take their required rest
17 periods; (4) whether Defendants had a policy and practice of violating Labor Code §§ 226 by
18 failing to provide required information on wage statements, such as total hours worked and gross
19 wages earned, and whether those statements were accurate; (5) whether Defendants had a policy
20 and practice of violating Labor Code §§ 201-203 by failing to pay departing aggrieved
21 employees all wages due at the time of discharge or voluntary quit; and (6) whether Defendants
22 had a policy and practice of violating Labor Code § 204 by failing to pay aggrieved employees in
23 a timely manner.

24 25. Plaintiffs' experiences are typical of the experiences of the aggrieved employees
25 whom Plaintiffs seek to represent on a PAGA representative basis and their interests are
26 consistent with, and not antagonistic to, those of the State of California and the other aggrieved
27 employees. Plaintiffs will fairly and adequately represent the interests of the State of California
28 and the aggrieved employees whom they seek to represent because Plaintiffs also are aggrieved

employees and their claims are typical of those of the aggrieved employees. Plaintiffs have retained attorneys who are experienced in the prosecution of class and representative actions, and Plaintiffs intend to prosecute this action vigorously.

26. Common questions of law and fact exist as to all aggrieved employees that predominate over any other questions affecting only individual aggrieved employees.

27. Plaintiffs request permission to amend the Complaint to include additional representatives if Plaintiffs are deemed not to be adequate representatives of the aggrieved employees.

V. FIRST CAUSE OF ACTION
(UNPAID WAGES, OVERTIME PAY AND MINIMUM WAGES –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

28. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

29. Plaintiffs are each an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they are each a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

30. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 510, 512, 1194, 1197, 1197.1, 1198 and 1199.

31. By the actions alleged herein, Defendants failed to pay Plaintiffs and other aggrieved employees any wages, including minimum wages and overtime pay, for certain hours worked, in violation of Labor Code §§ 510, 512, 1194, 1197, 1197.1, 1198 and 1199.

32. Therefore, Plaintiffs and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510, 512, 1194, 1197, 1197.1, 1198 and 1199.

33. Plaintiffs further seek reasonable attorneys’ fees and costs under Labor Code §§ 1194 and 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

VI. SECOND CAUSE OF ACTION
(FAILURE TO PROVIDE MEAL PERIODS –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

34. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

35. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

36. Plaintiffs are each an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they are each a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

37. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and IWC Wage Order No. 5.

38. By the actions alleged herein, Defendants failed to provide Plaintiffs and other aggrieved employees to take their required meal periods in violation of Labor Code §§ 226.7, 512, 1198 and 1199 and IWC Wage Order No. 5.

39. Therefore, Plaintiffs and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and IWC Wage Order No. 5.

40. Plaintiffs further seek reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

VII. THIRD CAUSE OF ACTION
(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

41. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

42. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties

on their own behalf and on behalf of other current and former employees.

43. Plaintiffs are each an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they are each a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

44. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 1198 and 1199 and IWC Wage Order No. 5.

45. By the actions alleged herein, Defendants failed to authorize and permit aggrieved employees to take their required rest periods in violation of Labor Code §§ 226.7, 1198 and 1199 and IWC Wage Order No. 5.

46. Therefore, Plaintiffs and all current and former aggrieved employees demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 1198 and 1199 and IWC Wage Order No. 5.

47. Plaintiffs further seek reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

VIII. FOURTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS – LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

48. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

49. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

50. Plaintiffs are each an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they are each a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

51. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 226(a).

52. By the actions alleged herein, Defendants have failed to comply with Labor Code § 226(a) as it relates to Plaintiffs and the other aggrieved employees. As alleged above, ABS employs a policy and practice of failing to provide complete and accurate itemized wage statements to Plaintiffs and other aggrieved employees as required by Labor Code § 226(a) in that the wage statements provided do not, among other things, display “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate,” the correct “total hours worked,” and the “gross wages earned.” In addition, the wage statements do not include premium pay for missed meal and rest periods.

53. Therefore, Plaintiffs, for themselves and all current and former aggrieved employees, demands the Labor Code § 226.3 penalties provided for violations of Labor Code § 226(a). (Should Labor Code § 226.3 be found not to apply to Defendants’ violations of Labor Code § 226(a), Plaintiffs will alternatively seek Labor Code § 2699(f) penalties.)

54. Plaintiffs further seek reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

IX. FIFTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

55. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

56. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

57. Plaintiffs are each an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they are each a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

58. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

59. By their actions as alleged herein, Defendants have failed to comply with Labor

Code §§ 201-203 as they relate to Plaintiffs and the other aggrieved employees.

60. Therefore, Plaintiffs, for themselves and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

61. Plaintiffs further seek reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

X. SIXTH CAUSE OF ACTION

(LABOR CODE § 204 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

62. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

63. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

64. Plaintiffs are an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they are each a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

65. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

66. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 204 as they relate to Plaintiffs and the other aggrieved employees.

67. Therefore, Plaintiffs, for themselves and all current and former aggrieved employees, demands the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204.

68. Plaintiffs further seek reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

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PRAYER FOR RELIEF

Plaintiffs pray for relief as follows:

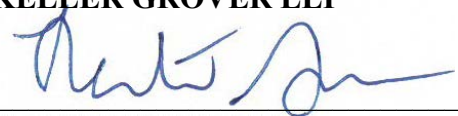
- i. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each current and former aggrieved employee for each violation of Labor Code §§ 226.7, 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay wages, including minimum wages and overtime, for all hours worked) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- ii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198 and 1199 (missed meal periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- iii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 1198 and 1199 (missed rest periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- iv. For civil penalties as specified by Labor Code § 226.3 for Plaintiffs and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiffs alternatively seek the civil penalties specified by Labor Code § 2699(f) for Plaintiffs and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)

- v. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each current or former aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vi. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vii. For reasonable attorneys' fees and costs as allowed by law, including Labor Code § 2699(g)(1) and Code of Civil Procedure § 1021.5
- viii. For all interest as required by Labor Code § 218.6 or any other applicable law;
- ix. For such other and further relief as the Court should deem proper.

Dated: February 3, 2024

Respectfully submitted,

KELLER GROVER LLP

By: 

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ROBERT SPENCER
Attorneys for Plaintiffs