

Assigned for All Purposes

Judge Randall J. Sherman

CX-105

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

TAMIKO ANDERSON, and PATRICIA  
KELLY, as individuals and on behalf of all  
others similarly situated,  
  
Plaintiffs,

vs.

MICHELLE STEEL FOR CONGRESS, a  
business entity form unknown; AMERICA  
PAC, a business entity form unknown;  
LIBERTY STAFFING SERVICES, LLC,  
a Florida Limited Liability Company; THE  
BLAIR GROUP LLC, a North Carolina  
Limited Liability Company; and DOES 1  
through 50, inclusive,

Defendants.

Case No.: 30-2024-01436414-CU-OE-CXC

**CLASS ACTION COMPLAINT FOR  
DAMAGES FOR:**

- (1) FAILURE TO PAY WAGES;**
- (2) VIOLATION OF LABOR CODE § 2802;**
- AND**
- (3) VIOLATION OF LABOR CODE § 226(a)**

**DEMAND OVER \$25,000.00**

Plaintiffs Tamiko Anderson and Patricia Kelly (together, “Plaintiffs”) hereby submit this  
Class Action Complaint (“Complaint”) against Defendants Michelle Steel for Congress, America  
PAC, Liberty Staffing Services, LLC, The Blair Group LLC, and Does 1 through 50 (hereinafter

1 collectively referred to as “Defendants”) on behalf of themselves and a class of all other  
2 similarly situated current and former employees of Defendants for penalties and/or damages for  
3 violation of the California Labor Code., as follows:

4 **INTRODUCTION**

5 1. This class action is within the Court’s jurisdiction under California Labor Code §§  
6 201-204, 222, 226, 1194, 1197, 1197.1, 2802, and the applicable Wage Orders of the California  
7 Industrial Welfare Commission (“IWC”).

8 2. This Complaint challenges systemic illegal employment practices resulting in  
9 violations of the California Labor Code against individuals who worked for Defendants.

10 3. Plaintiffs are informed and believe, and based thereon allege, that Defendants,  
11 jointly and severally, have acted intentionally and with deliberate indifference and conscious  
12 disregard to the rights of all employees by failing to pay minimum and regular wages for all  
13 hours worked at the agreed upon rate, failing to timely pay wages upon separation of  
14 employment, and failing to provide accurate itemized wage statements to its employees in the  
15 State of California.

16 4. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
17 have engaged in, among other things a system of willful violations of the California Labor Code  
18 by creating and maintaining policies, practices, and customs that knowingly deny employees the  
19 above stated rights and benefits.

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

23 **JURISDICTION AND VENUE**

24 6. The Court has jurisdiction over the violations of the California Labor Code §§  
25 201-204, 222, 226, 1194, 1197, 1197.1, 2802, and the applicable IWC Wage Orders.

26 7. Venue is proper in Orange County, because Defendants do business in Orange  
27 County and Plaintiffs worked for Defendants in Orange County.

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**PARTIES**

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2           8.       Plaintiff Tamiko Anderson (“Anderson”) worked for Defendants in or about  
3 October 2024 as a non-exempt hourly employee. Plaintiff was employed as a canvasser for  
4 Defendants and was assigned to go door-to-door to canvass for Michelle Steel.

5           9.       Plaintiff Patricia Kelly (“Kelly”) worked for Defendants in or about October 2024  
6 as a non-exempt hourly employee. Plaintiff was employed as a canvasser for Defendants and was  
7 assigned to go door-to-door to canvass for Michelle Steel.

8           10.      Plaintiffs were and are the victims of the policies, practices, and customs of  
9 Defendants complained of in this action in ways that have deprived them of the rights guaranteed  
10 by California Labor Code §§ 201-204, 222, 226, 1194, 1197, 1197.1, 2802.

11          11.      Plaintiffs are informed and believe and based thereon allege that Defendant  
12 Michelle Steel for Congress was and is a business entity form unknown that provides  
13 campaigning services for Michelle Steel in the State of California, including in Orange County.

14          12.      Plaintiffs are informed and believe and based thereon allege that Defendant  
15 America PAC was and is a business entity form unknown that provides campaigning services for  
16 Michelle Steel in the State of California, including in Orange County.

17          13.      Plaintiffs are informed and believe and based thereon allege that Defendant The  
18 Blair Group LLC is a full-service consulting firm specializing in grassroots voter contact, activist  
19 and volunteer training, strategic communications, and earned media campaigns. Plaintiffs are  
20 informed and believe and based thereon allege that Defendant The Blair Group LLC was and is a  
21 North Carolina Limited Liability Company that provides campaigning services for Michelle  
22 Steel in the State of California, including in Orange County.

23          14.      Plaintiffs are informed and believe and based thereon allege that Defendant  
24 Liberty Staffing Services LLC was and is a Florida limited liability company that provides hiring  
25 and payroll services for political canvassers and other campaign workers, including for Michelle  
26 Steel in the State of California, including in Orange County.

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1           15.     Plaintiffs are informed and believe and thereon allege that at all times herein  
2 mentioned Does 1 through 50, are and were corporations, business entities, individuals, and  
3 partnerships, licensed to do business and actually doing business in the State of California.

4           16.     As such, and based upon all the facts and circumstances incident to Defendants’  
5 business, Defendants are subject to California Labor Code §§ 201-204, 222, 226, 1194, 1197,  
6 1197.1, 2802.

7           17.     Plaintiffs do not know the true names or capacities, whether individual, partner, or  
8 corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said  
9 defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this  
10 complaint when the true names and capacities are known. Plaintiffs are informed and believe and  
11 based thereon allege that each of said fictitious defendants were responsible in some way for the  
12 matters alleged herein and proximately caused Plaintiffs and members of the general public and  
13 class to be subject to the illegal employment practices, wrongs, and injuries complained of  
14 herein.

15           18.     At all times herein mentioned, each of said defendants participated in the doing of  
16 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the  
17 Defendants, and each of them, were the agents, servants, and employees of each of the other  
18 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were  
19 acting within the course and scope of said agency and employment.

20           19.     Plaintiffs are informed and believe, and based thereon allege, that at all times  
21 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or  
22 joint venturer of, or working in concert with each of the other co-Defendants and was acting  
23 within the course and scope of such agency, employment, joint venture, or concerted activity.  
24 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of  
25 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting  
26 Defendants.

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1 Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the Class and  
2 the individual Plaintiffs. Plaintiffs' attorneys have prosecuted and settled wage-and-hour class  
3 actions in the past and currently have a number of wage-and-hour class actions pending in  
4 California state and federal courts.

5       25.     **Common Question of Law and Fact:** There are predominant common questions  
6 of law and fact and a community of interest amongst Plaintiffs and the claims of the Class  
7 concerning Defendants' policy and practice of: (a) failing to pay all minimum and regular wages  
8 owed, in violation of Labor Code §§ 201-204, 222, 1194, 1197, and 1197.1; (b) failing to provide  
9 accurate, itemized wage statements, in violation of Labor Code § 226; and (c) failing to  
10 reimburse for reasonable and necessary business expenses in violation of Labor Code § 2802.

11       26.     **Typicality:** The claims of Plaintiffs are typical of the claims of all members of the  
12 Class in that Plaintiffs suffered the harm alleged in this Complaint in a similar and typical  
13 manner as Class Members. As with other members of the Class, Plaintiffs were guaranteed an  
14 agreed upon wage hourly wage upon starting their employment. However, Plaintiffs are  
15 informed and believe that Defendants failed to pay them at the correct hourly wage, and, instead,  
16 paid them based on the number of residences they canvassed. To date, Plaintiffs have yet to  
17 receive the underpaid wages owed to them. As such, Defendants will be liable for waiting time  
18 penalties under Labor Code § 203. Defendants also failed in their obligations to provide  
19 Plaintiffs with wage statements as required by Labor Code § 226. In addition, Defendants failed  
20 to provide reimbursement for reasonable and necessary business expenses, including, but not  
21 limited to, the use of personal cell phones necessary to utilize various applications used by  
22 Defendants to communicate with Plaintiffs and track time worked. Therefore, Plaintiffs are  
23 members of the Class and have suffered the alleged violations of Labor Code §§ 201-204, 222,  
24 226, 1194, 1197, 1197.1, 2802.

25       27.     The California Labor Code upon which Plaintiffs base these claims is broadly  
26 remedial in nature. These laws and labor standards serve an important public interest in  
27 establishing minimum working conditions and standards in California. These laws and labor  
28 standards protect the average working employee from exploitation by employers who may seek

1 to take advantage of superior economic and bargaining power in setting onerous terms and  
2 conditions of employment.

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

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

22 30. Such a pattern, practice, and uniform administration of corporate policy regarding  
23 illegal employee compensation described herein is unlawful and creates an entitlement to  
24 recovery by Plaintiffs and the Class identified herein, in a civil action, for the unpaid balance of  
25 the full amount of unpaid wages, including interest thereon, applicable penalties, reasonable  
26 attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.5,  
27 226, and 1194, and Code of Civil Procedure § 1021.5.

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1 owed to them.

2 38. Plaintiffs are informed and believe and based thereon allege that Defendants'  
3 willful failure to provide Class Members the wages due and owing them upon separation of  
4 employment results in a continued payment of wages up to thirty (30) days from the time the  
5 wages were due. Therefore, Class Members who have separated from employment are entitled to  
6 compensation pursuant to Labor Code § 203.

7 39. Such a pattern, practice, and uniform administration of corporate policy regarding  
8 illegal employee compensation as described herein is unlawful and creates an entitlement to  
9 recovery by Plaintiffs and the Class in a civil action, for the unpaid balance of the full amount of  
10 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according  
11 to the mandate of California Labor Code §§ 201, 202, 203, 204, 218.5, 222, 1194, 1197, and  
12 1197.1.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

15 **(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

16 40. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as  
17 though fully set forth herein.

18 41. Labor Code § 2802 requires that an employer must reimburse employees for all  
19 necessary expenditures and losses incurred in the performance of their jobs. Section 2802 is  
20 intended to prevent employers from placing their operating expenses and cost of doing business  
21 on employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

22 42. As a matter of policy and practice, Defendants failed to reimburse Plaintiffs and  
23 the Class for necessary business expenses incurred in performing their work for Defendants. As  
24 a matter of policy and practice, Plaintiff and the Class were required to download various  
25 applications on their personal cell phones that would allow Defendants to communicate with  
26 them and Plaintiffs to track their time worked. However, Defendants failed to reimburse  
27 Plaintiffs or Class Members for the use of their personal cell phones for these purposes.

28 43. Such a pattern, practice, and uniform administration of corporate policy is

1 unlawful and entitles Plaintiffs and the Class to recover unreimbursed expenses, including  
2 interest thereon, attorneys' fees, and costs of suit.

3 **THIRD CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE § 226**

5 **(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

6 44. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as  
7 though fully set forth herein.

8 45. Labor Code § 226 requires employers to provide itemized wage statements to  
9 their employees that identify accurate information regarding their compensation. Defendants, as  
10 a matter of policy and practice, failed in their affirmative obligation to provide accurate itemized  
11 wage statements to employees, in violation of Labor Code § 226.

12 46. On information and belief, Defendants failed to provide wage statements to  
13 Plaintiffs and Class Members in violation of Labor Code § 226.

14 47. The issuance of inaccurate wage statements caused injury to Plaintiffs and the  
15 Class under Labor Code § 226(e), as they cannot accurately verify and/or calculate their wages  
16 without relying on information outside the four corners of the wage statements. Without  
17 providing wage statements to employees, Plaintiffs and similarly situated employees will have  
18 no way of verifying the amount of hours they worked each particular pay period or whether they  
19 were correctly paid wages for each particular pay period.

20 Such a pattern, practice, and uniform administration of corporate policy as described herein is  
21 unlawful and creates an entitlement to recovery by the Plaintiffs and the Class identified herein,  
22 in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest  
23 thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code §  
24 226.


25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs pray for judgment for themselves and all others on whose  
27 behalf this suit is brought against Defendants, jointly and severally, as follows:

- 1           1.     For an order appointing Plaintiffs as representatives of the Class as described  
2 herein;  
3           2.     For an order appointing Counsel for Plaintiffs as class counsel;  
4           3.     Upon the First Cause of Action, for damages and/or penalties pursuant to  
5 California Labor Code §§ 201, 202, 203, 204, 222, 1194, 1197, and 1197.1, and for costs and  
6 attorneys' fees;  
7           4.     Upon the Second Cause of Action, for damages and/or penalties pursuant to  
8 California Labor Code 2802, and for costs, interest, and attorneys' fees;  
9           5.     Upon the Third Cause of Action, for damages or penalties pursuant to California  
10 Labor Code § 226, and for costs and attorneys' fees;  
11          6.     On all causes of action for attorneys' fees and costs as provided by California  
12 Labor Code §§ 218.5, 226, and 1194, and Code of Civil Procedure § 1021.5; and  
13          7.     For such other and further relief that the Court may deem just and proper.  
14

15 DATED: October 30, 2024

DIVERSITY LAW GROUP, P.C.

16  
17 By:   
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