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September 17, 2020

CA2110

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Ross Dress for Less, Inc.

Online Filing

Certified Mail #70192970000014863715

CT Corporation System

818 West Seventh Street, Suite 930

Los Angeles, CA 90017

Amended Notice For LWDA, Case No. LWDA-CM-783180-20

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiffs Mayra Sandoval, Sara Crane and Molly Reyes (“Plaintiffs”), and other Aggrieved Employees in a lawsuit against Ross Dress For Less, Inc. (“Defendant”).

Plaintiff Sandoval originally sent a PAGA Notice on April 15, 2020 which gave notice to the LWDA and Defendant to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.*

This Amended Notice is intended to amend Plaintiff Sandoval’s original PAGA Notice and add Plaintiffs Sara Crane and Molly Reyes and also to specify further Plaintiffs’ claim for violations of Cal. Lab Code Section 226(a)(9).

Plaintiff Crane is still employed with Defendant and has been employed by Defendant since May of 2018 and has been at all times classified as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Plaintiff Reyes was employed by Defendant from October of 2016 to August of 2020 and was at all times classified as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including

minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs. Further, Defendant failed to timely provide Plaintiffs other Aggrieved Employees with their wages. Plaintiffs further contend that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Defendant violated Section 226(a)(9) by failing to identify the correct rates of pay and number of hours worked, including but not limited to, for the “OTBONUSPRM” item of pay, which was an overtime wage payment. Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the First Amended Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendant is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiffs therefore incorporate the allegations of the attached First Amended Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable the Plaintiffs to proceed with the First Amended Complaint against Defendant as authorized by California Labor Code § 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the First Amended Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF STANISLAUS**

9
10 MAYRA SANDOVAL, SARA CRANE
11 and MOLLY REYES, on behalf of the
12 State of California, as a private attorney
general,

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14 Plaintiffs,

15 vs.

16 ROSS DRESS FOR LESS, INC., a
17 Corporation; and DOES 1 through 50,
inclusive,

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19 Defendants.
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Case No. _____

FIRST AMENDED
REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204, 210, 226(a),
226.7, 510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 2802.

1 Plaintiffs Mayra Sandoval, Molly Reyes and Sara Crane (“PLAINTIFFS”) on behalf of
2 the people of the State of California and as an “aggrieved employee” acting as a private attorney
3 general under the Labor Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”)
4 only, allege on information and belief, except for their own acts and knowledge which are based
5 on personal knowledge, the following:

6 7 INTRODUCTION

8 1. PLAINTIFFS bring this action against Defendant Ross Dress For Less, Inc.
9 (“DEFENDANT”) seeking only to recover PAGA civil penalties for themselves, and on behalf
10 of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFFS
11 does **not seek to recover anything other than penalties as permitted by California Labor**
12 **Code § 2699.** To the extent that statutory violations are mentioned for wage violations,
13 PLAINTIFFS do not seek underlying general and/or special damages for those violations, but
14 simply the civil penalties permitted by California Labor Code § 2699.

15 2. California has enacted the PAGA to permit an individual to bring an action on
16 behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
17 nature of this action.

18 3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for
19 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
20 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
21 complaint should be construed as attempting to obtain any relief that would not be available in
22 a PAGA-only action.

23 24 THE PARTIES

25 4. Ross Dress for Less, Inc. (“DEFENDANT”) is a corporation that at all relevant
26 times mentioned herein conducted and continues to conduct substantial business in the state of
27 California.

28 5. DEFENDANT is an American chain of discount department stores headquartered

1 in Dublin, California.

2 6. Plaintiff Sandoval was employed by DEFENDANT from June of 2017 to January
3 of 2020 and was at all times classified by DEFENDANT as a non-exempt employee, paid on
4 an hourly basis, and entitled to the legally required meal and rest periods and payment of
5 minimum and overtime wages due for all time worked. Plaintiff Sandoval worked at
6 DEFENDANT's store located at 3900 Sisk Road, Modesto, CA 95356.

7 7. Plaintiff Crane has been employed by DEFENDANT since May of 2018 and has
8 been at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly
9 basis, and entitled to the legally required meal and rest periods and payment of minimum and
10 overtime wages due for all time worked.

11 8. Plaintiff Reyes was employed by DEFENDANT from October of 2016 to August
12 of 2020 and was at all times classified by DEFENDANT as a non-exempt employee, paid on
13 an hourly basis, and entitled to the legally required meal and rest periods and payment of
14 minimum and overtime wages due for all time worked.

15 9. PLAINTIFFS, and such persons that may be added from time to time who satisfy
16 the requirements and exhaust the administrative procedures under the Private Attorney General
17 Act, brings this Representative Action on behalf of the State of California with respect to
18 themselves and all individuals who worked for DEFENDANT in California and who were
19 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period
20 of April 13, 2019 until a date as determined by the Court (the "PAGA PERIOD").

21 10. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES
22 presently or formerly employed by DEFENDANT during the PAGA PERIOD, bring this
23 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
24 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7,
25 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and the applicable Wage Order. Based
26 upon the foregoing, PLAINTIFFS and all AGGRIEVED EMPLOYEES are aggrieved
27 employees within the meaning of Labor Code § 2699, *et seq.*

28 11. The true names and capacities, whether individual, corporate, subsidiary,

1 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
2 unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious names
3 pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint
4 to allege the true names and capacities of Does 1 through 50, inclusive, when they are
5 ascertained. PLAINTIFFS are informed and believe, and based upon that information and
6 belief allege, that the Defendants named in this Complaint, including DOES 1 through 50,
7 inclusive, are responsible in some manner for one or more of the events and happenings that
8 proximately caused the injuries and damages hereinafter alleged.

9 12. The agents, servants and/or employees of the Defendants and each of them acting
10 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
11 agent, servant and/or employee of the Defendants, and personally participated in the conduct
12 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
13 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
14 all Defendants are jointly and severally liable to PLAINTIFFS and the other AGGRIEVED
15 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
16 agents, servants and/or employees.

17 THE CONDUCT

18
19 13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
20 required to pay PLAINTIFFS and AGGRIEVED EMPLOYEES for all their time worked,
21 meaning the time during which an employee is subject to the control of an employer, including
22 all the time the employee is suffered or permitted to work. DEFENDANT required
23 PLAINTIFFS and AGGRIEVED EMPLOYEES to work without paying them for all the time
24 they were under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFFS
25 to work while clocked out during what was supposed to be PLAINTIFFS' off-duty meal break.
26 PLAINTIFFS were from time to time interrupted by work assignments. Indeed there were many
27 days where PLAINTIFFS did not even receive a partial lunch. As a result, the PLAINTIFFS
28 and other AGGRIEVED EMPLOYEES forfeited minimum wage and overtime compensation

1 by regularly working without their time being accurately recorded and without compensation
2 at the applicable minimum wage and overtime rates. DEFENDANT's uniform policy and
3 practice not to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked is
4 evidenced by DEFENDANT's business records.

5 14. State and federal law provides that employees must be paid overtime at one-and-
6 one-half times their "regular rate of pay." PLAINTIFFS and AGGRIEVED EMPLOYEES
7 other were compensated at an hourly rate plus incentive pay that is tied to specific elements of
8 an employee's performance.

9 15. The second component of PLAINTIFFS' and other AGGRIEVED EMPLOYEES'
10 compensation was DEFENDANT's non-discretionary incentive program that paid
11 PLAINTIFFS and other AGGRIEVED EMPLOYEES incentive wages based on their
12 performance for DEFENDANT. The non-discretionary incentive program provided all
13 employees paid on an hourly basis with incentive compensation when the employees met the
14 various performance goals set by DEFENDANT. However, when calculating the regular rate
15 of pay in order to pay overtime to PLAINTIFFS and other AGGRIEVED EMPLOYEES,
16 DEFENDANT failed to include the incentive compensation as part of the employees' "regular
17 rate of pay" for purposes of calculating overtime pay. Management and supervisors described
18 the incentive program to potential and new employees as part of the compensation package. As
19 a matter of law, the incentive compensation received by PLAINTIFFS and other AGGRIEVED
20 EMPLOYEES must be included in the "regular rate of pay." The failure to do so has resulted
21 in an underpayment of overtime compensation to PLAINTIFFS and other AGGRIEVED
22 EMPLOYEES by DEFENDANT.

23 16. As a result of their rigorous work schedules, PLAINTIFFS and other
24 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off duty
25 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other
26 AGGRIEVED EMPLOYEES were required to perform work as ordered by DEFENDANT for
27 more than five (5) hours during some shifts without receiving a meal break. Further,
28 DEFENDANT failed to provide PLAINTIFFS and AGGRIEVED EMPLOYEES with a second

1 off-duty meal period for some workdays in which these employees were required by
2 DEFENDANT to work ten (10) hours of work. As a result, DEFENDANT's failure to provide
3 PLAINTIFFS and the AGGRIEVED EMPLOYEES with legally required meal breaks is
4 evidenced by DEFENDANT's business records. PLAINTIFFS and other AGGRIEVED
5 EMPLOYEES therefore forfeited meal breaks without additional compensation and in
6 accordance with DEFENDANT's strict corporate policy and practice. Neither PLAINTIFFS
7 nor the AGGRIEVED EMPLOYEES were given the opportunity to take a timely meal period
8 when they were scheduled to work a shift of less than six (6) hours, but ultimately worked in
9 excess of six (6) hours. Simply put, it was not possible for PLAINTIFFS and other
10 AGGRIEVED EMPLOYEES to decide whether or not to take a timely first meal period when
11 DEFENDANT scheduled these employees for a shift of six (6) hours or less such that these
12 employees did not know they were eligible for a meal period at the fifth hour of work. In such
13 instances, PLAINTIFFS and the other AGGRIEVED EMPLOYEES were denied a timely meal
14 period within the first five (5) hours of their shift in violation of Labor Code sections 226.7 and
15 512.

16 17. During the PAGA PERIOD, PLAINTIFFS and other AGGRIEVED
17 EMPLOYEES were also required from time to time to work in excess of four (4) hours without
18 being provided ten (10) minute rest periods. Further, these employees were denied their first
19 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
20 hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
21 worked of between six (6) and eight (8) hours from time to time, and a first, second and third
22 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
23 time to time. PLAINTIFFS and other AGGRIEVED EMPLOYEES were also not provided
24 with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS
25 and other AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods
26 by DEFENDANT and DEFENDANT's managers. Additionally, the applicable California
27 Wage Order requires employers to provide employees with off-duty rest periods, which the
28 California Supreme Court defined as time during which an employee is relieved from all work

1 related duties and free from employer control. In so doing, the Court held that the requirement
2 under California law that employers authorize and permit all employees to take rest period
3 means that employers must relieve employees of all duties and relinquish control over how
4 employees spend their time which includes control over the locations where employees may
5 take their rest period. Employers cannot impose controls that prohibit an employee from taking
6 a brief walk - five minutes out, five minutes back. Here, DEFENDANT's uniform policy
7 restricted PLAINTIFFS and other AGGRIEVED EMPLOYEES from unconstrained walks and
8 was unlawful based on Defendant's rule which stated PLAINTIFFS and other AGGRIEVED
9 EMPLOYEES could not leave the work premises during their rest period.

10 18. DEFENDANT as a matter of corporate policy, practice and procedure,
11 intentionally, knowingly and systematically failed to reimburse and indemnify PLAINTIFFS
12 and the other AGGRIEVED EMPLOYEES for required business expenses incurred by
13 PLAINTIFFS and other AGGRIEVED EMPLOYEES in direct consequence of discharging
14 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
15 are required to indemnify employees for all expenses incurred in the course and scope of their
16 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or
17 her employee for all necessary expenditures or losses incurred by the employee in direct
18 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
19 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
20 believed them to be unlawful."

21 19. In the course of their employment PLAINTIFFS and other AGGRIEVED
22 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
23 personal cellular phones as a result of and in furtherance of their job duties as employees for
24 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
25 associated with the use of their personal cellular phones for DEFENDANT's benefit.
26 Specifically, PLAINTIFFS and other AGGRIEVED EMPLOYEES were required by
27 DEFENDANT to use their personal cell phones for work related issues. As a result, in the
28 course of their employment with DEFENDANT, PLAINTIFFS and other AGGRIEVED

1 EMPLOYEES incurred unreimbursed business expenses which included, but were not limited
2 to, costs related to the use of their personal cellular phones all on behalf of and for the benefit
3 of DEFENDANT.

4 20. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
5 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed
6 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
7 provides that every employer shall furnish each of his or her employees with an accurate
8 itemized wage statement in writing showing, among other things, gross wages earned and all
9 applicable hourly rates in effect during the pay period and the corresponding amount of time
10 worked at each hourly rate. Specifically, DEFENDANT violated Section 226 by failing to
11 identify the correct rates of pay and number of hours worked, including but not limited to, for
12 the "OTBONUSPRM" item of pay, which is an overtime wage payment. Aside, from the
13 violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFFS an
14 itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*
15 As a result, DEFENDANT from time to time provided PLAINTIFFS and the other
16 AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

17 21. In violation of the applicable sections of the California Labor Code and the
18 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
19 a matter of company policy, practice and procedure, intentionally, knowingly and systematically
20 failed to compensate PLAINTIFFS and the other AGGRIEVED EMPLOYEES for missed meal
21 and rest periods. This uniform policy and practice of DEFENDANT is intended to purposefully
22 avoid the payment for all time worked as required by California law which allows
23 DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied
24 with the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED
25 EMPLOYEES against DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

26 22. All of the conduct and violations alleged herein occurred during the PAGA
27 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
28 PLAINTIFF during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations that

1 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
2 AJDAR 12157 (Certified for Publication 12/19/18).

3
4 **JURISDICTION AND VENUE**

5 23. This Court has jurisdiction over this Action pursuant to California Code of Civil
6 Procedure, Section 410.10.

7 24. Venue is proper in this Court pursuant to California Code of Civil Procedure,
8 Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANT,
9 resides in this County, and DEFENDANT (i) currently maintains and at all relevant times
10 maintained offices and facilities in this County and/or conducts substantial business in this
11 County, and (ii) committed the wrongful conduct herein alleged in this County against
12 PLAINTIFFS and the AGGRIEVED EMPLOYEES.

13
14 **FIRST CAUSE OF ACTION**

15 **For Violation of the Private Attorneys General Act**

16 **[Cal. Lab. Code §§ 2698, *et seq.*]**

17 **(By PLAINTIFFS and Against All Defendants)**

18 25. PLAINTIFFS incorporate by reference the allegations set forth in the prior
19 paragraphs as though fully set forth at this point.

20 26. PAGA is a mechanism by which the State of California itself can enforce state
21 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
22 the state's labor law enforcement agencies. An action to recover civil penalties under
23 PAGA is fundamentally a law enforcement action designed to protect the public and not to
24 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
25 but to create a means of "deputizing" citizens as private attorneys general to enforce the
26 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
27 public interest to allow aggrieved employees, acting as private attorneys general to recover
28 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA

1 claims cannot be subject to arbitration.

2 27. PLAINTIFFS, and such persons that may be added from time to time who
3 satisfy the requirements and exhaust the administrative procedures under the Private
4 Attorney General Act, bring this Representative Action on behalf of the State of California
5 with respect to herself and all individuals who are or previously were employed by
6 DEFENDANT in California and who were classified as non-exempt employees (the
7 "AGGRIEVED EMPLOYEES") during the time period of April 13, 2019 until a date as
8 determined by the Court (the "PAGA PERIOD").

9 28. On April 13, 2019, PLAINTIFF gave written notice by electronic mail to the
10 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
11 employer of the specific provisions of this code alleged to have been violated as required by
12 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
13 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
14 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
15 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
16 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

17 29. The policies, acts and practices heretofore described were and are an unlawful
18 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
19 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
20 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
21 (d) failed to pay overtime wages, (e) failed to pay wages when due, (f) failed to reimburse
22 necessary business expenses incurred, and (g) failed to provide suitable seating, all in
23 violation of the applicable Labor Code sections listed in Labor Code Sections §§ 201, 202,
24 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and
25 California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and
26 the applicable Industrial Wage Order(s), and thereby gives rise to civil penalties as a result
27
28

1 of such conduct.¹ PLAINTIFFS hereby seek recovery of only civil penalties as prescribed
2 by the Labor Code Private Attorney General Act of 2004 as the representative of the State of
3 California for the illegal conduct perpetrated on PLAINTIFFS and the other AGGRIEVED
4 EMPLOYEES.

5
6 **PRAYER FOR RELIEF**

7 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
8 severally, as follows:

9 1. On behalf of the State of California and with respect to all AGGRIEVED
10 EMPLOYEES:

11 A) Recovery of civil penalties as prescribed by the Labor Code Private
12 Attorneys General Act of 2004; and,

13 B) An award of attorneys' fees and cost of suit, as allowable under the
14 law, including, but not limited to, pursuant to Labor Code §2699.

15 Dated: September 17, 2020 BLUMENTHAL NORDREHAUG BHOWMIK
16 DE BLOUW LLP

17
18 By: /s/ Norman Blumenthal
19 Norman B. Blumenthal
20 Attorneys for Plaintiff
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28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

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EXHIBIT 1