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THE SUPERIOR COURT
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CASE NUMBER:

RG20071467

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SUPERIOR COURT OF CALIFORNIA**COUNTY OF ALAMEDA**

LIZ DONEGAN, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

BANKERS LIFE AND CASUALTY
COMPANY; COLONIAL PENN LIFE
INSURANCE COMPANY,

Defendants.

Case No.

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) and (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

COMPLAINT FOR PENALTIES PURSUANT TO SECTIONS 2699(a) and (f) OF THE CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL ACT; DEMAND FOR JURY TRIAL

Liz Donegan v. Bankers Life and Casualty Company, et al.

1 Plaintiff Liz Donegan ("Plaintiff"), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action on behalf of the State of California against
5 Defendants Bankers Life and Casualty Company and Colonial Penn Life Insurance Company
6 ("Defendants") for their systematic violations of California labor law with respect to Defendants'
7 current and former employees, including but not limited to insurance agents, career field agents,
8 policy agents, and sales agents, who were misclassified as independent contractors, and who work
9 or worked for Defendants in California ("Aggrieved Employees").

10 2. Defendants willfully misclassify Plaintiff and Aggrieved Employees as independent
11 contractors to avoid California wage and hour laws. Defendants' willful misclassification of
12 Plaintiff and Aggrieved Employees results in violations of California laws as discussed herein.

13 3. Defendants maintain a longstanding policy and/or practice of failing to properly
14 compensate the Aggrieved Employees for all hours worked, including at the minimum wage and
15 overtime rate, for missed rest breaks and premium pay therefrom, and for reimbursement of
16 necessary business expenses.

17 4. Plaintiff and Aggrieved Employees regularly worked for Defendants for an average
18 of eight hours per day or more, and five to six days per week. Despite these hours, their
19 compensation is based only on commission. Plaintiff and Aggrieved employees also have to
20 regularly attend meetings and/or training which are unpaid. Further, despite their long shifts,
21 Plaintiff and Aggrieved Employees are routinely unable to take compliant rest periods.

22 5. Plaintiff and Aggrieved Employees must also pay for necessary work expenses out
23 of pocket and without reimbursement. For example, Plaintiff is not reimbursed for costs related to
24 her computers, telephones, mileage, and office supplies.

25 6. Plaintiff and Aggrieved Employees bring this action to challenge Defendants'
26 policies and practices of (1) misclassifying Plaintiff and Aggrieved Employees as independent
27 contractors instead of employees; (2) failing to compensate Plaintiff and Aggrieved Employees for
28

1 all hours worked; (3) failing to pay Plaintiff and Aggrieved Employees minimum wage as required
2 by California law; (4) failing to pay Plaintiff and Aggrieved Employees overtime wages; (5) failing
3 to authorize and permit Plaintiff and Aggrieved Employees to take rest breaks to which they are
4 entitled by law and to pay premium compensation for missed breaks; (6) failing to reimburse
5 Plaintiff and Aggrieved Employees for necessary business expenditures; (7) failing to provide
6 Plaintiff and Aggrieved Employees accurate, itemized wage statements; and (8) failing to timely
7 pay Plaintiff and Aggrieved Employees wages owed upon the termination of employment.

8 7. Plaintiff, on behalf of the State of California, seeks to recover penalties and
9 reasonable attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of California's
10 Private Attorneys General Act (the "PAGA").

11 8. As a result of these violations, Plaintiff seeks compensation, damages, penalties, and
12 interest to the full extent permitted by the California Labor Code and Industrial Welfare
13 Commission ("IWC") Wage Orders.

14 9. Defendants are also liable for various other penalties under the Labor Code and for
15 the violation of the Unfair Competition Law, California Business and Professions Code §§ 17200,
16 *et seq.* ("UCL").

17 10. Plaintiff seeks full compensation on behalf of herself and all others similarly situated
18 for all denied rest periods, unpaid wages, including minimum wage and unpaid overtime, waiting
19 time penalties, and reimbursements.

20 11. Plaintiff also seeks declaratory and injunctive relief, including restitution.

21 12. Finally, Plaintiff seeks reasonable attorneys' fees and costs under the Labor Code and
22 California Code of Civil Procedure § 1021.5.

23 PARTIES

24 13. Plaintiff and Aggrieved Employees are all current and former employees of
25 Defendants, including but not limited to insurance agents, career field agents, policy agents, and
26 sales agents, who worked in California.

1 14. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this
2 Complaint was a resident of the State of California, County of Stanislaus.

3 15. Plaintiff was employed by Defendants between approximately July 2018 and August
4 2019. Plaintiff worked for Defendants as an agent in Salida, California.

5 16. Plaintiff is informed, believes, and thereon alleges that Defendant Bankers Life and
6 Casualty Company is an Illinois corporation, is registered as a foreign business entity with the
7 California Secretary of State, and conducts business in the State of California. It is an insurance
8 provider and it may be served with process by serving its registered agent for service, CSC –
9 Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California
10 95833.

11 17. Plaintiff is informed, believes, and thereon alleges that Defendant Colonial Penn Life
12 Insurance Company is a Pennsylvania corporation, is registered as a foreign business entity with
13 the California Secretary of State, and conducts business in the State of California. It is an insurance
14 provider and may be served with process by serving its registered agent for service, CSC – Lawyers
15 Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833.

16 18. Plaintiff is informed, believes, and thereon alleges that at all times mentioned in this
17 Complaint, Defendants were the agents and employees of their co-defendants and in doing the
18 things alleged in this Complaint were acting within the course and scope of such agency and
19 employment.

20 19. Plaintiff is informed and believes that each and every one of the acts and omissions
21 alleged herein were performed by, and/or attributable to, Defendants, each acting as agents and/or
22 employees, and/or under the direction and control of each of the other, and that said acts and failures
23 to act were within the course and scope of said agency, employment and/or direction and control.

24 20. Plaintiff is informed, believes, and thereon alleges that Defendants jointly exercised
25 control over Plaintiff and Aggrieved Employees with respect to their employment.

21. As employers of Plaintiff and Aggrieved Employees throughout the relevant time periods, Defendants, and each of them, are solely, jointly, and severally liable for penalties for violating the Labor Code with respect to the employment of Plaintiff Aggrieved Employees.

22. Throughout this Complaint, any reference to “Defendant” or “Defendants” is intended to refer to Defendants Bankers Life and Casualty Company and Colonial Penn Life Insurance Company jointly.

23. Plaintiff is informed, believes, and thereon alleges that Defendants employ non-exempt employees throughout California, including in Stanislaus County.

24. At all relevant times, Defendants have done business under the laws of California, have had places of business in California, including in this judicial district, and have employed Aggrieved Employees in this judicial district. Defendants are a “person” as defined in Labor Code § 18 and Business and Professions Code § 17201. Defendants are also an “employer” as that term is used in the Labor Code and the IWC Orders regulating wages, hours and working conditions.

JURISDICTION AND VENUE

25. Venue is proper in this County pursuant to Code of Civil Procedure § 393. Defendants conduct business, employ Aggrieved Employees, and have jobsites in this County. Plaintiff is informed, believes, and thereon alleges that events giving rise to these causes of action occurred in this County, and some part of these causes of action arose in this County.

26. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA. The Court also has jurisdiction over Defendants because they do business in California, are authorized to do business in the State of California, and are registered with the California Secretary of State.

FACTUAL ALLEGATIONS

27. Defendants are insurance providers who employ, among others, insurance agents, career field agents, policy agents, and sales agents, in California.

28. Plaintiff was employed by Defendants between July 2018 and August 2019. Plaintiff worked as an agent in Salida, California.

1 29. As employees of Defendants, Plaintiff and Aggrieved Employees are responsible¹
2 for, among other duties, calling potential new clients over the telephone, knocking on potential
3 clients' doors to try to sell Defendants' products, and visiting clients via appointments to sign them
4 up for Medicare supplements and/or life insurance.

5 30. Defendants directly and substantially control nearly every aspect of Plaintiff and
6 Aggrieved Employees' day-to-day work. Defendants tell Plaintiff and Aggrieved Employees which
7 customers to contact, prescribe the policy terms that could be sold and the price, direct Plaintiff and
8 Aggrieved Employees to check in with managers at the end of each day, and monitor their progress
9 throughout the day based on a schedule set by Defendants.

10 31. Defendants require Plaintiff and Aggrieved Employees to attend meetings and/or
11 trainings each day at 8:00 a.m. for at least an hour, and day-long meetings once per month which
12 often required Plaintiff and Aggrieved Employees to travel to Defendants' other office locations.

13 32. Plaintiff and Aggrieved Employees are required to remain in the office until at least
14 5:00 p.m., and often later on Mondays and Thursdays when Defendants expect them to make at
15 least 250 calls to prospective clients from a list of individuals provided by Defendants. Defendants
16 require that Plaintiff and Aggrieved Employees download an application on their personal
17 telephones so that Defendants can track the calls made. During the other days of the week,
18 Defendants require Plaintiff and Aggrieved Employees to make calls, visit clients with
19 appointments, and knock on individuals' doors to try to schedule future appointment. These
20 contacts are also made pursuant to a list of individuals provided by Defendants. When contact is
21 made with a potential client, Plaintiff and Aggrieved Employees must closely follow a script
22 provided by Defendants throughout their discussions.

23 33. At the end of each day, Plaintiff and Aggrieved Employees must check in with their
24 managers to report that they are leaving.

25 34. Plaintiff worked for an average of eight hours or more each day, five to six days per
26

27 ¹ Although Plaintiff is a former employee, current and former employees of Defendants are among
28 the Aggrieved Employees. For ease of discussion, the allegations are made in the present tense.

1 week. She regularly worked more than 40 hours in a workweek. On information and belief,
2 Aggrieved Employees worked schedules similar to Plaintiff.

3 35. Despite these hours, Plaintiff and Aggrieved Employees are compensated only with
4 commission payments. Plaintiff and the Aggrieved Employees are therefore not paid for all hours
5 worked, including minimum wage and overtime, for the extensive hours worked daily and weekly.
6 Defendants further fail to compensate Plaintiff and Aggrieved Employees for the meetings and/or
7 training that they require Plaintiff and Aggrieved Employees attend. Plaintiffs and Aggrieved
8 Employees must attend a meetings and/or training of at least one hour each day, and a day-long
9 meeting and/or training lasting 6 to 8 hours at least once per month.

10 36. Furthermore, Plaintiff and Aggrieved Employees are often not afforded fully
11 compliant rest breaks as required under California law. When Plaintiff and Aggrieved Employees
12 miss a rest break, Defendants do not pay them the required rest break premium.

13 37. Defendants also do not reimburse Plaintiff and Aggrieved Employees for costs
14 related to the use of their computers and telephone, for mileage, nor for office supplies.

15 38. Plaintiff and Aggrieved Employees do not receive accurate, itemized wage
16 statements reflecting the hours they work and the amount of wages they are entitled to and for which
17 they should be compensated, including minimum wage, overtime pay, and penalty pay for missed
18 breaks. Nor do Defendants pay Plaintiff and Aggrieved Employees all the required wages due at
19 termination of employment.

20 39. In order to circumvent California's wage and hour laws, Defendants misclassify
21 Plaintiff and Aggrieved Employees as independent contractors. The California Supreme Court
22 recently laid out many of the economic advantages to misclassifying employees in its landmark
23 decision in *Dynamex Operations v. Superior Court*. *Dynamex Ops. v. Superior Court*, 4 Cal. 5th
24 903, 912-13 (2018). Among such advantages are cheaper labor costs compared to competitors that
25 properly classify similar workers as employees, thereby assuming fiscal and administrative
26 responsibilities owed to employees but not independent contractors. Such responsibilities include
27 paying federal Social Security and payroll taxes, unemployment insurance taxes and state
28

1 employment taxes, providing worker's compensation insurance, and, most relevant for the present
2 case, complying with numerous state and federal statutes and regulations governing the wages,
3 hours, and working conditions of employees. Hiring entities owe none of these responsibilities to
4 independent contractors, who must bear these expenses on their own. *Id.* at 913. In *Dynamex*, the
5 Supreme Court adopted the "ABC" test as the standard for distinguishing employees from
6 independent contractors. *Id.* at 956-57. Since Defendants' relationship with the Aggrieved
7 Employees cannot satisfy the ABC test, they cannot be classified as independent contractors and
8 are, therefore, employees.

9 40. The ABC test begins with the presumption that all workers are employees. *Id.* To
10 rebut this presumption, the Supreme Court held in *Dynamex*, the hiring entity must establish **each**
11 of the following elements:

- 12 a. "that the worker is free from the control and direction of the hiring entity in
13 connection with the performance of the work, both under the contract for the
14 performance of the work and in fact,
15 b. that the worker performs work that is outside the usual course of the hiring
16 entity's business, and
17 c. that the worker is customarily engaged in an independently established trade,
18 occupation, or business." *Id.* at 964.

19 41. Defendants cannot satisfy **any**, let alone all, of these requirements with respect to
20 their relationships with Plaintiff and Aggrieved Employees.

21 42. As detailed above, Defendants exercise direct control over almost every aspect of the
22 Aggrieved Employees' work. Defendants tells Plaintiff and Aggrieved Employees when to work,
23 how to work, and how long to work. Aggrieved Employees do not exercise any discretion in the
24 performance of their work.

25 43. Further, the Aggrieved Employees' work is central to Defendants' usual course of
26 business. Plaintiff and Aggrieved Employees call and visit potential clients to sell the very products
27 that keep Defendants in business. As such, the ABC test precludes Defendants from treating
28

1 Plaintiff and Aggrieved Employees as independent contractors.

2 44. Finally, Aggrieved Employees are performing tasks specifically for Defendants that
3 require no particular skill, license, or trade skill. Accordingly, under the *Dynamex* standard, there
4 is no question that Plaintiff and the Aggrieved Employees must be considered employees, not
5 independent contractors.

6 45. Plaintiff and Aggrieved Employees are employees even under the far more
7 independent contractor-friendly *Borello* standard that preceded the ABC test.² Similar to the
8 analysis under the current standard, consideration of those factors leads to the inevitable conclusion
9 that Plaintiff and Aggrieved Employees are employees. Defendants control, or have the right to
10 control, not just what work Plaintiff and Aggrieved Employees perform but also the manner and
11 means by which they do it. Their fundamental responsibility, contacting prospective customers, is
12 essential to Defendants' business. Defendants supply the list of individuals and scripts that must be
13 followed when making such contacts, instructs Plaintiff and Aggrieved Employees about how many
14 calls should be made per day, when they must work, and on what days certain tasks should be done.
15 The services provided require no special skill, nor does Aggrieved Employees' opportunity for
16 profit or loss depend on any managerial skill. Services are generally expected to be performed
17 continuously and permanently, as contacting prospective customers is a daily necessity to
18 Defendants' continued operation. For these reasons, even under the standard applicable prior to
19 *Dynamex*, Aggrieved Employees could not properly be classified as independent contractors.

20 46. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
21 has been widespread, repeated, and consistent as to the Aggrieved Employees throughout
22 Defendants' operations in California. Defendants know or should know that their policies and
23 practices have been unlawful and unfair.

24 47. Defendants' conduct was willful, carried out in bad faith, and caused significant
25 damages to Plaintiff and Aggrieved Employees in an amount to be determined at trial.

26
27 ² See *S.G. Borello & Sons, Inc. v. Dep't of Indus. Relations*, 48 Cal. 3d 341, 350-51 (1989)
28 (“*Borello*”) (identifying nine factors to be considered in evaluating independent contractor status).

FIRST CAUSE OF ACTION
Penalties Pursuant to Labor Code § 2699(a)
(Against Defendants)

48. Plaintiff incorporates the foregoing paragraphs as though fully set forth herein.

49. Labor Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

50. Labor § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

51. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least four years at the place of employment or at a central location within the State of California.

52. Labor § 558(a) provides:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision

1 regulating hours and days of work in any order of the Industrial
2 Welfare Commission shall be subject to a civil penalty as follows:

3 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
4 for each pay period for which the employee was underpaid in addition to
5 an amount sufficient to recover underpaid wages.

6 (2) For each subsequent violation, one hundred dollars (\$100) for each
7 underpaid employee for each pay period for which the employee was
8 underpaid in addition to an amount sufficient to recover underpaid wages.

9 (3) Wages recovered pursuant to this section shall be paid to the affected
10 employee.

11 53. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
12 Defendants, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees
13 in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203.
14 Plaintiff seeks such penalties as an alternative to the penalties available under Labor Code § 203,
15 as prayed for herein.

16 54. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure
17 by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate,
18 itemized wage statement in compliance with Labor Code § 226(a) in the amounts established by
19 Labor Code § 226(e). Plaintiff seeks such penalties as an alternative to the penalties available
20 under Labor Code § 226(e), as prayed for herein.

21 55. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure
22 by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees compliant rest
23 periods, and premium pay therefrom, as required by Labor Code § 226.7.

24 56. Plaintiff also seeks civil penalties pursuant to Labor Code § 2802 for each failure by
25 Defendants, alleged above, to reimburse and indemnify Plaintiff and Aggrieved Employees for all
26 necessary expenditures and losses by Aggrieved Employees in direct consequence of the
27 discharge of their duties.

28 57. Plaintiff also seeks civil penalties pursuant to Sections 225.5, 226.3, and 256 of the
California Labor Code.

1 58. Labor Code § 226.8 and applicable Wage Order prohibit Defendants from
2 misclassifying employees as independent contractors. Specifically, § 226.8 states:

- 3
- 4 (a) It is unlawful for any person or employer to engage in any of the following
5 activities:
- 6 (1) Willful misclassification of an individual as an independent contractor.
- 7 (2) Charging an individual who has been willfully misclassified as an
8 independent contractor a fee, or making any deductions from compensation,
9 for any purpose, including for goods, materials, space rental, services,
10 government licenses, repairs, equipment maintenance, or fines arising from
11 the individual's employment where any of the acts described in this
12 paragraph would have violated the law if the individual had not been
13 misclassified.
- 14 (b) If the . . . court issues a determination that a person or employer has engaged in
15 any of the enumerated violations of subdivision (a), the person or employer shall
16 be subject to a civil penalty of not less than five thousand dollars (\$5,000) and
17 not more than fifteen thousand dollars (\$15,000) for each violation, in addition to
18 any other penalties or fines permitted by law.
- 19 (c) If the . . . court issues a determination that a person or employer has engaged in
20 any of the enumerated violations of subdivision (a) and the person or employer
21 has engaged in or is engaging in a pattern or practice of these violations, the
22 person or employer shall be subject to a civil penalty of not less than ten
23 thousand dollars (\$10,000) and not more than twenty-five thousand dollars
24 (\$25,000) for each violation, in addition to any other penalties or fines permitted
25 by law.
- 26 (. . .)
- 27 (e) If the . . . court issues a determination that a person or employer has violated
28 subdivision (a), the agency or court, in addition to any other remedy that has
been ordered, shall order the person or employer to display prominently on its
Internet Web site, in an area which is accessible to all employees and the general
public, or, if the person or employer does not have an Internet Web site, to
display prominently in an area that is accessible to all employees and the general
public at each location here a violation of subdivision (a) occurred, a notice that
sets forth all of the following:
- (1) That the Labor and Workforce Development Agency or a court, as
applicable, has found that the person or employer has committed a serious
violation of the law by engaging in the willful misclassification of
employees.
- (2) That the person or employer has changed its business practices in order to
avoid committing further violations of this section.
- (3) That any employee who believes that he or she is being misclassified as an
independent contractor may contact the Labor and Workforce Development
Agency. The notice shall include the mailing address, email address, and
telephone number of the agency.
- (4) That the notice is being posted pursuant to a state order.

68. Defendants do not properly compensate aggrieved employees with appropriate minimum wage and overtime premiums, including time and a half premiums based on their regular rate of pay, as required by California law.

69. Labor Code § 510(a) provides as follows:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

70. IWC Wage Order 4-2001(3)(A)(1), & (3) states that employees:

...shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than ... [o]ne and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek....

71. Labor Code § 200 defines wages as "all amounts of labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation." All such wages are subject to California's overtime requirements, including those set forth above.

72. To the extent than any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established by Labor Code § 2699(f).

73. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA with notice of his intention to file this claim on June 12, 2020. Sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

74. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Labor Code § 2699(g)(i).

75. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

76. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees, prays for relief as follows:

- a) For an order awarding civil penalties to the full extent provided for by the PAGA;
- b) For an award of reasonable attorneys' fees as provided by the California Labor Code, including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law;
- c) For all costs of suit;
- d) For interest on any penalties awarded, as provided by applicable law; and
- e) For such other and further relief as this Court deems just and proper.

Dated: August 21, 2020

Respectfully submitted,



Carolyn H. Cottrell
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Kristabel Sandoval
SCHNEIDER WALLACE
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Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: August 21, 2020

Respectfully submitted,

Cady Cottrell

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David C. Leimbach
Kristabel Sandoval
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