

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

ELECTRONICALLY FILED

Merced Superior Court

1/29/2021 1:33 PM

Amanda Toste

Clerk of the Superior Court

By: Melissa Chavez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MERCED

BARBARA DESOTO, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

BRISTOL HOSPICE - CALIFORNIA,
L.L.C., a Limited Liability Company;
BRISTOL HOSPICE - COACHELLA
VALLEY, L.L.C., a Limited Liability
Company; BRISTOL HOSPICE - INLAND
EMPIRE, L.L.C., a Limited Liability
Company; BRISTOL HOSPICE -
SACRAMENTO, L.L.C., a Limited Liability
Company; BRISTOL HOSPICE -SAN
DIEGO, L.L.C., a Limited Liability Company;
BRISTOL HOSPICE - SAN JOSE, L.L.C., a
Limited Liability Company; BRISTOL
HOSPICE - STOCKTON, L.L.C., a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21CV-00328

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of 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,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B).

1 Plaintiff Barbara Desoto (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendants Bristol Hospice - California,
8 L.L.C., Bristol Hospice - Coachella Valley, L.L.C., Bristol Hospice - Inland Empire, L.L.C.,
9 Bristol Hospice - Sacramento, L.L.C., Bristol Hospice - San Diego, L.L.C., Bristol Hospice -
10 San Jose, L.L.C. and Bristol Hospice - Stockton, L.L.C. (“DEFENDANT”) seeking only to
11 recover PAGA civil penalties for herself, and on behalf of all current and former aggrieved
12 employees that worked for DEFENDANT. PLAINTIFF does **not seek to recover anything**
13 **other than penalties as permitted by California Labor Code § 2699.** To the extent that
14 statutory violations are mentioned for wage violations, PLAINTIFF does not seek underlying
15 general and/or special damages for those violations, but simply the civil penalties permitted by
16 California Labor Code § 2699.

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

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

25 **THE PARTIES**

26
27 4. Defendant Bristol Hospice - California, L.L.C. is a limited liability company that
28 at all relevant times mentioned herein conducted and continues to conduct substantial business

1 in the state of California.

2 5. Defendant Bristol Hospice - Coachella Valley, L.L.C. is a limited liability
3 company that at all relevant times mentioned herein conducted and continues to conduct
4 substantial business in the state of California.

5 6. Defendant Bristol Hospice - Inland Empire, L.L.C. is a limited liability company
6 that at all relevant times mentioned herein conducted and continues to conduct substantial
7 business in the state of California.

8 7. Defendant Bristol Hospice - Sacramento, L.L.C. is a limited liability company that
9 at all relevant times mentioned herein conducted and continues to conduct substantial business
10 in the state of California.

11 8. Defendant Bristol Hospice - San Diego, L.L.C. is a limited liability company that
12 at all relevant times mentioned herein conducted and continues to conduct substantial business
13 in the state of California.

14 9. Defendant Bristol Hospice - San Jose, L.L.C. is a limited liability company that
15 at all relevant times mentioned herein conducted and continues to conduct substantial business
16 in the state of California.

17 10. Defendant Bristol Hospice - Stockton, L.L.C. is a limited liability company that
18 at all relevant times mentioned herein conducted and continues to conduct substantial business
19 in the state of California.

20 11. PLAINTIFF alleges that DOES 1-50 are the partners, agents, owners, or managers
21 of Defendants Bristol Hospice - California, L.L.C., Bristol Hospice - Coachella Valley, L.L.C.,
22 Bristol Hospice - Inland Empire, L.L.C., Bristol Hospice - Sacramento, L.L.C., Bristol Hospice
23 - San Diego, L.L.C., Bristol Hospice - San Jose, L.L.C. and Bristol Hospice - Stockton, L.L.C.
24 at all relevant times. PLAINTIFF alleges there has existed a unity of interest and ownership
25 between all these Defendants such that any individuality and separateness between the entities
26 has ceased. Defendants Bristol Hospice - California, L.L.C., Bristol Hospice - Coachella
27 Valley, L.L.C., Bristol Hospice - Inland Empire, L.L.C., Bristol Hospice - Sacramento, L.L.C.,
28 Bristol Hospice - San Diego, L.L.C., Bristol Hospice - San Jose, L.L.C. and Bristol Hospice -

1 Stockton, L.L.C. are therefore alter egos of each other. Adherence to the fiction of the separate
2 existence of would permit an abuse of the corporate privilege, and would promote injustice by
3 protecting Bristol Hospice - California, L.L.C., Bristol Hospice - Coachella Valley, L.L.C.,
4 Bristol Hospice - Inland Empire, L.L.C., Bristol Hospice - Sacramento, L.L.C., Bristol Hospice
5 - San Diego, L.L.C., Bristol Hospice - San Jose, L.L.C. and Bristol Hospice - Stockton, L.L.C.
6 from liability for the wrongful acts committed by them. As evidenced by PLAINTIFF's
7 paychecks and company documents, Defendants Bristol Hospice - California, L.L.C., Bristol
8 Hospice - Coachella Valley, L.L.C., Bristol Hospice - Inland Empire, L.L.C., Bristol Hospice -
9 Sacramento, L.L.C., Bristol Hospice - San Diego, L.L.C., Bristol Hospice - San Jose, L.L.C. and
10 Bristol Hospice - Stockton, L.L.C. were joint employers of PLAINTIFF and are referred to
11 herein as ("DEFENDANT").

12 12. PLAINTIFF further alleges that Defendants Bristol Hospice - California, L.L.C.,
13 Bristol Hospice - Coachella Valley, L.L.C., Bristol Hospice - Inland Empire, L.L.C., Bristol
14 Hospice - Sacramento, L.L.C., Bristol Hospice - San Diego, L.L.C., Bristol Hospice - San Jose,
15 L.L.C. and Bristol Hospice - Stockton, L.L.C. are the alter egos of each other for the following
16 reasons:

17 (A) On the California Secretary of State's website
18 (<https://businesssearch.sos.ca.gov/>) Defendants Bristol Hospice -
19 California, L.L.C., Bristol Hospice - Coachella Valley, L.L.C., Bristol
20 Hospice - Inland Empire, L.L.C., Bristol Hospice - Sacramento, L.L.C.,
21 Bristol Hospice - San Diego, L.L.C., Bristol Hospice - San Jose, L.L.C.
22 and Bristol Hospice - Stockton, L.L.C. have the same entity address
23 and/or mailing address;

24 (B) On information and belief Defendants Bristol Hospice - California,
25 L.L.C., Bristol Hospice - Coachella Valley, L.L.C., Bristol Hospice -
26 Inland Empire, L.L.C., Bristol Hospice - Sacramento, L.L.C., Bristol
27 Hospice - San Diego, L.L.C., Bristol Hospice - San Jose, L.L.C. and
28 Bristol Hospice - Stockton, L.L.C. utilize the same standardized

employment forms and issue the same employment policies; and,

(C) Defendants Bristol Hospice - California, L.L.C., Bristol Hospice - Coachella Valley, L.L.C., Bristol Hospice - Inland Empire, L.L.C., Bristol Hospice - Sacramento, L.L.C., Bristol Hospice - San Diego, L.L.C., Bristol Hospice - San Jose, L.L.C. and Bristol Hospice - Stockton, L.L.C. Have the same president, Hyrum A. Kirton.

13. PLAINTIFF was employed by DEFENDANT in California from December of 2012 to September of 2020 and was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

14. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to herself and all individuals who are or previously were employed by Defendants Bristol Hospice - California, L.L.C., and/or Bristol Hospice - Coachella Valley, L.L.C., and/or Bristol Hospice - Inland Empire, L.L.C., and/or Bristol Hospice - Sacramento, L.L.C., and/or Bristol Hospice - San Diego, L.L.C., and/or Bristol Hospice - San Jose, L.L.C. and/or Bristol Hospice - Stockton, L.L.C. in California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of September 3, 2019 until a date as determined by the Court (the "PAGA PERIOD").

15. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently or formerly employed by Defendants Bristol Hospice - California, L.L.C., and/or Bristol Hospice - Coachella Valley, L.L.C., and/or Bristol Hospice - Inland Empire, L.L.C., and/or Bristol Hospice - Sacramento, L.L.C., and/or Bristol Hospice - San Diego, L.L.C., and/or Bristol Hospice - San Jose, L.L.C. and/or Bristol Hospice - Stockton, L.L.C. during the PAGA PERIOD, brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's violation of California 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,

1 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
2 applicable Wage Order(s) and thereby gives rise to civil penalties as a result of such conduct.¹
3 Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
4 employees within the meaning of Labor Code § 2699, *et seq.*

5 16. The true names and capacities, whether individual, corporate, subsidiary,
6 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
7 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
8 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
9 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
10 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
11 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
12 responsible in some manner for one or more of the events and happenings that proximately
13 caused the injuries and damages hereinafter alleged.

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

22 23 **THE CONDUCT**

24 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
25 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked,
26 meaning the time during which an employee is subject to the control of an employer, including

27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
2 and AGGRIEVED EMPLOYEES to work without paying them for all the time they were under
3 DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work while
4 clocked out during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF
5 was from time to time interrupted by work assignments while clocked out for what should have
6 been PLAINTIFF's off-duty meal break. Additionally, PLAINTIFF and AGGRIEVED
7 EMPLOYEES would clock out of DEFENDANT's timekeeping system, in order to perform
8 additional work for DEFENDANT as required to meet DEFENDANT's job requirements.
9 Further, PLAINTIFF and other AGGRIEVED EMPLOYEES from time to time were not paid
10 wages for all time worked, including overtime wages, such that in the aggregate employees were
11 underpaid wages as a result of DEFENDANT's pattern and practice of unevenly rounding time
12 worked by its employees. DEFENDANT also underpaid sick pay wages to PLAINTIFF and
13 other AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay.
14 Specifically, PLAINTIFF and other non-exempt employees regularly earn non-discretionary
15 remuneration, including but not limited to, incentives, shift differential pay, and bonuses.
16 Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick pay to
17 PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates of pay. DEFENDANT's
18 policy and practice not to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time
19 worked, is evidenced by DEFENDANT's business records.

20 19. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED
21 EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks
22 and were not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED
23 EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT
24 for more than five (5) hours during some shifts without receiving a meal break. Further,
25 DEFENDANT from time to time failed to provide PLAINTIFF and AGGRIEVED
26 EMPLOYEES with a second off-duty meal period for some workdays in which these employees
27 were required by DEFENDANT to work ten (10) hours of work. PLAINTIFF and other
28 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation

1 and in accordance with DEFENDANT's corporate policy and practice. DEFENDANT failed
2 to maintain adequate staffing levels while increasing the production levels for each employee
3 at the busy airports they operated at.

4 20. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
5 were also required from time to time to work in excess of four (4) hours without being provided
6 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
7 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
8 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
9 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
10 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
11 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
12 wages in lieu thereof. Additionally, the applicable California Wage Order requires employers
13 to provide employees with off-duty rest periods, which the California Supreme Court defined
14 as time during which an employee is relieved from all work related duties and free from
15 employer control. In so doing, the Court held that the requirement under California law that
16 employers authorize and permit all employees to take rest period means that employers must
17 relieve employees of all duties and relinquish control over how employees spend their time
18 which includes control over the locations where employees may take their rest period.
19 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
20 minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other
21 AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
22 Defendant's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could not
23 leave the work premises during their rest period.

24 21. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
25 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
26 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
27 DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all
28 time worked, meaning the time during which an employee was subject to the control of an

1 employer, including all the time the employee was permitted or suffered to permit this work.
2 DEFENDANT required these employees to work off the clock without paying them for all the
3 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
4 known that PLAINTIFF and the other AGGRIEVED EMPLOYEES were under compensated
5 for all time worked. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited
6 time worked by working without their time being accurately recorded and without compensation
7 at the applicable minimum wage and overtime wage rates. To the extent that the time worked
8 off the clock did not qualify for overtime premium payment, DEFENDANT failed to pay
9 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
10 1197, and 1197.1.

11 22. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
12 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed
13 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
14 provides that every employer shall furnish each of his or her employees with an accurate
15 itemized wage statement in writing showing, among other things, gross wages earned and all
16 applicable hourly rates in effect during the pay period and the corresponding amount of time
17 worked at each hourly rate. Aside, from the violations listed above in this paragraph,
18 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
19 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to
20 time provided PLAINTIFF and the other AGGRIEVED EMPLOYEES with wage statements
21 which violated Cal. Lab. Code § 226.

22 23. Cal. Lab. Code § 204 provides that “[a]ll wages. . . earned by any person in any
23 employment are due and payable twice during each calendar month, on days designated in
24 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(d) expressly
25 requires employers to pay employees all wages owed within seven (7) days of the close of the
26 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
27 AGGRIEVED EMPLOYEES all wages owed to them within seven (7) days of the close of the
28 payroll period.

1 24. In violation of the applicable sections of the California Labor Code and the
2 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT
3 intentionally and knowingly failed to compensate PLAINTIFF and the other AGGRIEVED
4 EMPLOYEES for missed meal and rest periods. This policy and practice of DEFENDANT is
5 intended to purposefully avoid the payment for all time worked as required by California law
6 which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors
7 who complied with the law. To the extent equitable tolling operates to toll claims by the
8 AGGRIEVED EMPLOYEES against DEFENDANT, the PAGA PERIOD should be adjusted
9 accordingly.

10 25. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
11 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which failed
12 to accurately calculate and record all missed meal and rest periods by PLAINTIFF and other
13 AGGRIEVED EMPLOYEES. The proper recording of these employees' missed meal and rest
14 breaks is the DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of
15 the obligation to meet this burden, DEFENDANT failed to properly calculate and/or pay all
16 required compensation for work performed by the AGGRIEVED EMPLOYEES and violated
17 the California Labor Code and regulations promulgated thereunder as herein alleged.

18 26. All of the conduct and violations alleged herein occurred during the PAGA
19 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
20 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
21 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
22 AJDAR 12157 (Certified for Publication 12/19/18).

23 **JURISDICTION AND VENUE**

24 27. This Court has jurisdiction over this Action pursuant to California Code of Civil
25 Procedure, Section 410.10.

26 28. Venue is proper in this Court pursuant to California Code of Civil Procedure,
27 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
28 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities

1 in this County and/or conducts substantial business in this County, and (ii) committed the
2 wrongful conduct herein alleged in this County against PLAINTIFF and the AGGRIEVED
3 EMPLOYEES.

4 **FIRST CAUSE OF ACTION**

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

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

7 **(By PLAINTIFF and Against All Defendants)**

8 29. PLAINTIFF incorporates by reference, as though fully set forth herein, the prior
9 paragraphs of this Complaint.

10 30. PAGA is a mechanism by which the State of California itself can enforce state
11 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
12 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
13 fundamentally a law enforcement action designed to protect the public and not to benefit private
14 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a
15 means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In
16 enacting PAGA, the California Legislature specified that "it was ... in the public interest to
17 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
18 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be
19 subject to arbitration.

20 31. PLAINTIFF, and such persons that may be added from time to time who satisfy
21 the requirements and exhaust the administrative procedures under the Private Attorney General
22 Act, brings this Representative Action on behalf of the State of California with respect to herself
23 and all individuals who are or previously were employed by Defendants Bristol Hospice -
24 California, L.L.C., and/or Bristol Hospice - Coachella Valley, L.L.C., and/or Bristol Hospice -
25 Inland Empire, L.L.C., and/or Bristol Hospice - Sacramento, L.L.C., and/or Bristol Hospice -
26 San Diego, L.L.C., and/or Bristol Hospice - San Jose, L.L.C. and/or Bristol Hospice - Stockton,
27 L.L.C. in California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
28 during the time period of September 3, 2019 until a date as determined by the Court (the

1 "PAGA PERIOD").

2 32. On September 3, 2020, PLAINTIFF gave written notice by electronic mail to the
3 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
4 employer of the specific provisions of this code alleged to have been violated as required by
5 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations to
6 the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
7 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of
8 the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

9 33. The policies, acts and practices heretofore described were and are an unlawful
10 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other
11 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
12 and provide legally required meal and rest periods, (c) failed to pay overtime wages, (d) failed
13 to pay minimum wages, (e) failed to timely pay earned wages, and (f) failed to provide wages
14 when due, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201,
15 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
16 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
17 applicable Industrial Wage Order(s), and thereby gives rise to civil penalties as a result of such
18 conduct.² PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor
19 Code Private Attorney General Act of 2004 as the representative of the State of California for
20 the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

21
22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
24 severally, as follows:

- 25 1. On behalf of the State of California and with respect to all AGGRIEVED
26 EMPLOYEES:

27
28 ²Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,
- B) An award of attorneys’ fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

Dated: January 29, 2021 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

By: /s/ Norman Blumenthal
Norman B. Blumenthal
Attorneys for Plaintiff