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

8 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

9
10 ERIC SEVERIANO and JONATHAN
RUSHING, on behalf of the State of
11 California, as private attorney generals,

12 Plaintiffs,

13 vs.

14 CLARA MEDICAL GROUP, P.C., a
California Professional Corporation; and DOES
15 1 through 50, inclusive,

16 Defendants.
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ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

04/15/2021

Clerk of the Court

BY: JACKIE LAPREVOTTE
Deputy Clerk

Case No. **CGC-21-591081**

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, 2570.3 *et eq.*,
2802, California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B).

1 Plaintiffs Eric Severiano and Jonathan Rushing (“PLAINTIFFS”), on behalf of the people
2 of the State of California and as “aggrieved employees” acting as private attorney generals
3 under the Labor Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only,
4 allege on information and belief, except for their own acts and knowledge which are based on
5 personal knowledge, the following:

6 INTRODUCTION

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

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

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

22 4. DEFENDANT, in order to service customers, hires workers to aid DEFENDANT in
23 providing health membership services. The cost, as proscribed by law, of the personnel hired
24 to work for DEFENDANT, includes not only the pay and overtime pay of these employees but
25 the cost of the employer's share of tax payments to the federal and state governments for income
26 taxes, social security taxes, medicare insurance, unemployment insurance and payments for
27 workers' compensation insurance ("Business Related Expenses"). To avoid the payment of
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1 these legally proscribed Business Related Expenses to the fullest extent possible, DEFENDANT
2 devised a scheme to place the responsibility for the payment of these costs and expenses of
3 DEFENDANT on the shoulders of the PLAINTIFFS and other Care Coordinators. As
4 employer, DEFENDANT is legally responsible for the payment of all these Business Related
5 Expenses.

6 **THE PARTIES**

7 5. DEFENDANT at all relevant times mentioned herein conducted and continues to
8 conduct substantial and regular business in the State of California. DEFENDANT does
9 business as Forward.

10 6. DEFENDANT operates an online platform that connects individuals looking for
11 medical assistance with medical professionals on demand. DEFENDANT's membership
12 services also provides customers with access to new technology, allowing for customers to
13 manage their health care accordingly. DEFENDANT was founded in 2016. DEFENDANT
14 currently serves customers in the State of California, operating in San Francisco, Glendale,
15 Orange County and Los Angeles.

16 7. Plaintiff Severiano has been employed by DEFENDANT as a Care Coordinator since
17 March of 2018 and has been classified by DEFENDANT as an independent contractor during
18 his entire employment with DEFENDANT.

19 8. Plaintiff Rushing has been employed by DEFENDANT as a Care Coordinator since
20 September of 2018 and has been classified by DEFENDANT as an independent contractor
21 during his entire employment with DEFENDANT.

22 9. California Labor Code Section 226.8 provides that "[i]t is unlawful for any person
23 or employer to engage in . . . [w]illful misclassification of an individual as an independent
24 contractor." The penalty for willful misclassification of employees is a "civil penalty of not less
25 than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for
26 each violation, in addition to any other penalties or fines permitted by law." It is further
27 provided that, in the event that an employer is found to have engaged in "a pattern or practice
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1 of these violations,” the penalties increase to “not less than ten thousand dollars (\$10,000) and
2 not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other
3 penalties or fines permitted by law.” Cal. Labor Code § 226.8.

4 10. Here, DEFENDANT has willfully misclassified PLAINTIFFS and other Care
5 Coordinators as described in Cal. Labor Code § 226.8 and Labor Code Section 2750.3 *et seq.*,
6 and further, that DEFENDANT has engaged in a “pattern or practice” of such violations as
7 contemplated by the California Labor Code.

8 11. Upon hire, the position of a Care Coordinator was represented by DEFENDANT to
9 the PLAINTIFFS and the other Care Coordinators as an independent contractor position
10 capable of paying an hourly rate for time worked for DEFENDANT. PLAINTIFFS and other
11 Care Coordinators were paid an hourly rate to perform services on DEFENDANT’s behalf.
12 PLAINTIFFS and other Care Coordinators were not compensated overtime wages for any of
13 their time spent working in excess of eight (8) hours in a workday and/or forty (40) hours in a
14 workweek. The finite set of tasks required to be performed by the Care Coordinators is to
15 provide support via chat, phone, and email, serving as one of the first responders to any inbound
16 questions or requests from DEFENDANT’s customers, help facilitate care and streamline hand-
17 offs with DEFENDANT’s Nurse Practitioners and other parties in the healthcare system, and
18 complete clinical and administrative tasks on behalf of DEFENDANT’s doctors and Nurse
19 Practitioners, all in accordance with DEFENDANT’s business practices and policies.

20 12. To perform their job duties, the PLAINTIFFS and the other Care Coordinators
21 perform work subject to the control of DEFENDANT in that DEFENDANT had the authority
22 to exercise complete control over the work performed and the manner and means in which the
23 work was performed. DEFENDANT provided the customers and DEFENDANT provided the
24 instructions as to how to perform their services.

25 13. California Labor Code § 3357 defines “employee” as “every person in the service of
26 an employer under any appointment or contract of hire or apprenticeship, express or implied, oral
27 or written, whether lawfully or unlawfully employed.” In addition to the California Labor
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1 Code's presumption that workers are employees, the California Supreme Court has determined
2 the most significant factor to be considered in distinguishing an independent contractor from
3 an employee is whether the *employer or principal has control or the right to control the work*
4 *both as to the work performed and the manner and means in which the work is performed.*
5 DEFENDANT heavily controlled both the work performed and the manner and means in which
6 the PLAINTIFFS and the other Care Coordinators performed their work in that:

7 (a) PLAINTIFFS and other Care Coordinators were not involved in a distinct
8 business, but instead were provided with instructions as to how to perform their work and the
9 manner and means in which the work was to be performed by means of DEFENDANT's
10 manuals and written instructions;

11 (b) PLAINTIFFS and other Care Coordinators were continuously provided with
12 training and supervision, including following DEFENDANT's company documents and
13 received training from DEFENDANT as to how and in what way to perform services;

14 (c) DEFENDANT set the requirements as to what policies and procedures all of
15 the Care Coordinators were to follow;

16 (d) PLAINTIFFS and other Care Coordinators had no opportunity for profit or
17 loss because DEFENDANT only paid these employees based on the hours they worked for
18 DEFENDANT and DEFENDANT controlled and assigned the weekly schedules PLAINTIFFS
19 and other Care Coordinators were required to work. DEFENDANT also controlled which Care
20 Coordinators would receive a particular medical assignment;

21 (e) PLAINTIFFS and other Care Coordinators performed healthcare services
22 which is part of DEFENDANT's principal business and is closely integrated with and essential
23 to the employer's business of providing healthcare services to their customers;

24 (f) PLAINTIFFS and other Care Coordinators performed the work themselves
25 and did not hire others to perform their work for them;

26 (g) PLAINTIFFS and other Care Coordinators did not have the authority to make
27 employment-related personnel decisions;

1 (h) PLAINTIFFS and other Care Coordinators performed their work in a
2 particular order and sequence in accordance with DEFENDANT's company policy; and,

3 (i) DEFENDANT had the "right" to control every critical aspect of
4 DEFENDANT's daily services in that DEFENDANT provided step-by-step instructions to
5 PLAINTIFFS and other Care Coordinators as to the entire process of assisting clients and
6 inputting medical inquiries. PLAINTIFFS and other Care Coordinators provided services
7 ONLY for DEFENDANT's customers, which DEFENDANT controlled via the company's
8 technology.

9 14. As a result, stripped of all the legal fictions and artificial barriers to an honest
10 classification of the relationship between PLAINTIFFS and all the other Care Coordinators on
11 the one hand, and DEFENDANT on the other hand, PLAINTIFFS and all the other Care
12 Coordinators are and were employees of DEFENDANT and not independent contractors of
13 DEFENDANT and should therefore be properly classified as non-exempt, hourly employees.

14 15. PLAINTIFFS, and such persons that may be added from time to time who satisfy
15 the requirements and exhaust the administrative procedures under the Private Attorney General
16 Act, bring this Representative Action on behalf of the State of California with respect to
17 themselves and all individuals who are or previously were employed by DEFENDANT in
18 California as Care Coordinators and who were classified as independent contractors
19 ("AGGRIEVED EMPLOYEES") during the time period of January 5, 2020 until a date as
20 determined by the Court (the "PAGA PERIOD").

21 16. 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 *et seq.*, 210, 226(a),
25 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.*, 2802, California
26 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
27 Order(s). Based upon the foregoing, PLAINTIFFS and all AGGRIEVED EMPLOYEES are
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1 aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

2 17. As a matter of company policy, practice and procedure, DEFENDANT has
3 unlawfully, unfairly and/or deceptively classified every AGGRIEVED EMPLOYEE as
4 "independent contractors" in order to unlawfully avoid compliance with all applicable federal
5 and state laws that require payment for all time worked, business expenses, and the employer's
6 share of payroll taxes and mandatory insurance. As a result of the scheme to defraud the federal
7 and state governments and the AGGRIEVED EMPLOYEES, PLAINTIFFS and the
8 AGGRIEVED EMPLOYEES were underpaid throughout their employment with
9 DEFENDANT. The true names and capacities, whether individual, corporate, associate or
10 otherwise of the Defendants sued here as DOES 1 through 50, inclusive, are presently unknown
11 to PLAINTIFFS who therefore sue these Defendants by such fictitious names pursuant to Cal.
12 Civ. Proc. Code § 474. PLAINTIFFS are informed and believe, and based thereon, allege that
13 each of the Defendants designated herein is legally responsible in some manner for the unlawful
14 acts referred to herein. PLAINTIFFS will seek leave of Court to amend this Complaint to
15 reflect the true names and capacities of the Defendants when they have been ascertained and
16 become known.

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

25 **THE CONDUCT**

26 19. The finite set of tasks required of PLAINTIFFS and the other AGGRIEVED
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1 EMPLOYEES as defined by DEFENDANT was executed by them through the performance of
2 non-exempt labor.

3 20. Although PLAINTIFFS and the other AGGRIEVED EMPLOYEES performed
4 non-exempt labor subject to DEFENDANT's complete control over the manner and means of
5 performance, DEFENDANT instituted a blanket classification policy, practice and procedure
6 by which all of these AGGRIEVED EMPLOYEES were classified as "independent contractors"
7 exempt from compensation for overtime worked, meal breaks and rest breaks, and
8 reimbursement for business related expenses. By reason of this uniform misclassification, the
9 AGGRIEVED EMPLOYEES were also required to pay DEFENDANT's share of payroll taxes
10 and mandatory insurance premiums. As a result of this uniform misclassification practice,
11 policy and procedure applicable to PLAINTIFFS and the other AGGRIEVED EMPLOYEES
12 who performed this work for DEFENDANT, DEFENDANT engaged in a company-wide
13 policy, practice and procedure which uniformly failed to properly classify PLAINTIFFS and the
14 other AGGRIEVED EMPLOYEES as employees and thereby failed to pay them overtime
15 wages for overtime worked, reimbursement of business related expenses, failed to provide them
16 with meal and rest breaks, and failed to reimburse these employees for the employer's share of
17 payroll taxes and mandatory insurance. The proper classification of these employees is
18 DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the obligation
19 to meet this burden, DEFENDANT violated the California Labor Code and regulations
20 promulgated thereunder as herein alleged. DEFENDANT did not have in place a policy,
21 practice or procedure that provided meal and/or rest breaks to PLAINTIFFS and AGGRIEVED
22 EMPLOYEES as evidenced by DEFENDANT's business records which contain no record of
23 these breaks.

24 21. DEFENDANT, as a matter of law, has the burden of proving that employees are
25 properly classified and that DEFENDANT otherwise complies with applicable laws.
26 DEFENDANT, as a matter of corporate policy, erroneously and unilaterally classified all the
27 AGGRIEVED EMPLOYEES as independent contractors.

1 22. PLAINTIFFS and all the AGGRIEVED EMPLOYEES are and were uniformly
2 classified and treated by DEFENDANT as independent contractors at the time of hire and
3 thereafter, DEFENDANT failed to take proper steps to determine whether the PLAINTIFFS and
4 the AGGRIEVED EMPLOYEES are properly classified under the applicable Industrial Welfare
5 Commission Wage Order and Cal. Lab. Code §§ 510, *et seq.* as exempt from applicable labor
6 laws. Since DEFENDANT affirmatively and willfully misclassified PLAINTIFFS and
7 AGGRIEVED EMPLOYEES in compliance with California labor laws, DEFENDANT's
8 practices violated and continue to violate California law. In addition, DEFENDANT acted
9 deceptively by falsely and fraudulently classifying PLAINTIFFS and each AGGRIEVED
10 EMPLOYEE as independent contractors when DEFENDANT knew or should have known that
11 this classification was false and not based on known facts. In doing so, DEFENDANT cheated
12 the competition by paying the AGGRIEVED EMPLOYEES less than the amount competitors
13 paid who complied with the law and cheated the AGGRIEVED EMPLOYEES by not paying
14 them in accordance with California law.

15 23. As a result of their rigorous work schedules, PLAINTIFFS and other AGGRIEVED
16 EMPLOYEES were from time to time unable to take off duty meal breaks and were not fully
17 relieved of duty for meal periods. PLAINTIFFS and other AGGRIEVED EMPLOYEES were
18 required from time to time to perform work as ordered by DEFENDANT for more than five (5)
19 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed
20 to provide PLAINTIFFS and AGGRIEVED EMPLOYEES with a second off-duty meal period
21 from time to time in which these employees were required by DEFENDANT to work ten (10)
22 hours of work. PLAINTIFFS and the other AGGRIEVED EMPLOYEES therefore forfeited
23 meal breaks without additional compensation and in accordance with DEFENDANT's strict
24 corporate policy and practice.

25 24. During the PAGA PERIOD, PLAINTIFFS and other AGGRIEVED EMPLOYEES
26 were also required from time to time to work in excess of four (4) hours without being provided
27 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
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1 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
2 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
3 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
4 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
5 PLAINTIFFS and other AGGRIEVED EMPLOYEES were also not provided with one hour
6 wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and other
7 AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods by
8 DEFENDANT and DEFENDANT's managers.

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

19 26. In the course of their employment PLAINTIFFS and other AGGRIEVED
20 EMPLOYEES as a business expense, are required by DEFENDANT to use personal cellular
21 phones and their home offices as a result of and in furtherance of their job duties as employees
22 for DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
23 associated with the use of the personal cellular phones or home offices for DEFENDANT's
24 benefit. In order to work as a Care Coordinator for DEFENDANT, PLAINTIFFS and other
25 AGGRIEVED EMPLOYEES are required to communicate with DEFENDANT and as such it
26 is mandatory to have a cell phone that is compatible to remain in constant contact with
27 DEFENDANT and DEFENDANT's customers. As a result, in the course of their employment
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1 with DEFENDANT, PLAINTIFFS and other AGGRIEVED EMPLOYEES incurred
2 unreimbursed business expenses which include, but are not limited to, costs related to the use
3 of their personal cellular phones and home office expenses all on behalf of and for the benefit
4 of DEFENDANT. Further, PLAINTIFFS and other AGGRIEVED EMPLOYEES are also not
5 reimbursed or indemnified by DEFENDANT for the cost associated with using their home
6 offices while working for DEFENDANT. As a result, in the course of their employment with
7 DEFENDANT, PLAINTIFFS and other AGGRIEVED EMPLOYEES incurred unreimbursed
8 business expenses which include, but are not limited to, costs related to maintaining their home
9 offices, all on behalf of and for the benefit of DEFENDANT.

10 27. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the other
11 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
12 show, among other things, the correct amount of time worked, including, work performed in
13 excess of eight (8) hours in a workday and/or forty (40) hours in any workweek, and correct
14 amount of net and/or gross wages earned. Cal. Lab. Code § 226 provides that every employer
15 shall furnish each of his or her employees with an accurate itemized wage statement in writing
16 showing, among other things, gross wages earned and all applicable hourly rates in effect during
17 the pay period and the corresponding amount of time worked at each hourly rate. As a result,
18 DEFENDANT provided PLAINTIFFS and the other AGGRIEVED EMPLOYEES with wage
19 statements which violated Cal. Lab. Code § 226.

20 28. By reason of this conduct applicable to PLAINTIFFS and all the AGGRIEVED
21 EMPLOYEES, DEFENDANT engaged in a company-wide policy, practice and procedure
22 which failed to correctly classify PLAINTIFFS and the AGGRIEVED EMPLOYEES as
23 employees. The proper classification of these employees is DEFENDANT's burden. As a result
24 of DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT
25 failed to pay all required overtime compensation for work performed by PLAINTIFFS and other
26 AGGRIEVED EMPLOYEES and violated the California Labor Code and regulations
27 promulgated thereunder as herein alleged.

1 29. All of the conduct and violations alleged herein occurred during the PAGA
2 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
3 PLAINTIFFS during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations that
4 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
5 AJDAR 12157 (Certified for Publication 12/19/18).

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7 **JURISDICTION AND VENUE**

8 30. This Court has jurisdiction over this Action pursuant to California Code of Civil
9 Procedure, Section 410.10.

10 31. Venue is proper in this Court pursuant to Cal. Code of Civ. Proc. Sections 395 and
11 395.5, because DEFENDANT (i) currently maintains and at all relevant times maintained its
12 principal offices and facilities in this County and/or conducts substantial business in this
13 County, and (ii) committed the wrongful conduct herein alleged in this County against
14 PLAINTIFFS and the AGGRIEVED EMPLOYEES.

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16 **FIRST CAUSE OF ACTION**

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

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

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

20 32. PLAINTIFFS reallege and incorporates by this reference, as though fully set forth
21 herein, the prior paragraphs of this Complaint.

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

1 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
2 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be
3 subject to arbitration.

4 34. PLAINTIFFS, and such persons that may be added from time to time who satisfy the
5 requirements and exhaust the administrative procedures under the Private Attorney General Act,
6 brings this Representative Action on behalf of the State of California with respect to themselves
7 and all individuals who are or previously were employed by DEFENDANT in California as
8 Care Coordinators and who were classified as independent contractors ("AGGRIEVED
9 EMPLOYEES") during the time period of January 5, 2020 until a date as determined by the
10 Court (the "PAGA PERIOD").

11 35. On January 5, 2021, PLAINTIFFS gave written notice by electronic mail to the
12 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
13 employer of the specific provisions of this code alleged to have been violated as required by
14 Labor Code § 2699.3. The statutory waiting period for PLAINTIFFS to add these allegations
15 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFFS may
16 now commence a representative civil action under PAGA pursuant to Section 2699 as the
17 proxies of the State of California with respect to all AGGRIEVED EMPLOYEES as herein
18 defined.

19 36. The policies, acts and practices heretofore described were and are an unlawful
20 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the other
21 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
22 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed
23 to pay overtime wages, (e) failed to pay wages when due, and (f) failed to reimburse employees
24 for required expenses, all in violation of the applicable Labor Code sections listed in Labor
25 Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197,
26 1197.1, 1198, 2570.3 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040,
27 Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil penalties
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1 as a result of such conduct.¹ PLAINTIFFS hereby seek recovery of only civil penalties as
2 prescribed by the Labor Code Private Attorney General Act of 2004 as the representatives of
3 the State of California for the illegal conduct perpetrated on PLAINTIFFS and the other
4 AGGRIEVED EMPLOYEES.

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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.

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16 Dated: April 14, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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19 By: _____


Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik

21 Attorneys for Plaintiffs
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27 ¹Plaintiffs specifically exclude and/or do not allege any claims under California Labor
28 Code §558(a)(3).