

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

4 La Jolla, CA 92037

Telephone: (858)551-1223

5 Facsimile: (858) 551-1232

Website: www.bamlawca.com

6

Attorneys for Plaintiff

7

SUPERIOR COURT OF THE STATE OF CALIFORNIA

8

IN AND FOR THE COUNTY OF HUMBOLDT

9

10 BERNARD FUNK, on behalf of the State
of California, as a private attorney general,

11

12

Plaintiff,

13

14 vs.

15

15 GRIFFIN HEALTHCARE SERVICES, LLC,
a Limited Liability Company; NURSING
16 OPTIONS LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

17

18

Defendants.

19

20

21

22

23

24

25

26

27

28

FILED S
B

JUL 30 2021

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

Case No. CV2101074

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,
221, 226(a), 226.7, 233, 246, 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 Bernard Funk (“PLAINTIFF”) on behalf of the people of the State of California
2 and as an “aggrieved employee” acting as a private attorney general under the Labor Code
3 Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information
4 and belief, except for his own acts and knowledge which are based on personal knowledge, the
5 following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Griffin Healthcare Services, LLC and
8 Nursing Options LLC (referred to as “DEFENDANT”) seeking only to recover PAGA civil
9 penalties for himself, and on behalf of all current and former aggrieved employees that
10 worked for DEFENDANT. PLAINTIFF does **not seek to recover anything other than**
11 **penalties as permitted by California Labor Code § 2699.** To the extent that statutory
12 violations are mentioned for wage violations, PLAINTIFF does not seek underlying general
13 and/or special damages for those violations, but simply the civil penalties permitted by
14 California Labor Code § 2699.

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

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

23 **THE PARTIES**

24 4. Defendant Griffin Healthcare Services, LLC is a limited liability company that
25 at all relevant times mentioned herein conducted and continues to conduct substantial business
26 in the state of California.

27 5. Defendant Nursing Options LLC is a limited liability company that at all relevant
28

1 times mentioned herein conducted and continues to conduct substantial business in the state of
2 California.

3 6. Defendant Griffin Healthcare Services, LLC and Nursing Options LLC were the
4 joint employers of PLAINTIFF as evidenced by paycheck and by the company the PLAINTIFF
5 performed work for respectively, and are therefore jointly responsible as employers for the
6 conduct alleged herein, and are therefore collectively referred to herein as DEFENDANT.

7 7. DEFENDANT is a healthcare staffing company.

8 8. PLAINTIFF was employed by DEFENDANT in California at Mad River Hospital
9 from September of 2020 to December 5, 2020 and was at all times classified by DEFENDANT
10 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and
11 rest periods and payment of minimum and overtime wages due for all time worked.

12 9. PLAINTIFF, and such persons that may be added from time to time who satisfy
13 the requirements and exhaust the administrative procedures under the Private Attorney General
14 Act, brings this Representative Action on behalf of the State of California with respect to
15 himself and all individuals who are or previously were employed by Griffin Healthcare
16 Services, LLC and/or Nursing Options LLC in California and who were classified as non-
17 exempt employees ("AGGRIEVED EMPLOYEES") during the time period of February 25,
18 2020 until a date as determined by the Court (the "PAGA PERIOD").

19 10. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently
20 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
21 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
22 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 233,
23 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
24 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
25 Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
26 employees within the meaning of Labor Code § 2699, *et seq.*

27 11. The true names and capacities, whether individual, corporate, subsidiary,
28 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently

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

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

16 17 **THE CONDUCT**

18 13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
19 required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked,
20 meaning the time during which an employee is subject to the control of an employer, including
21 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
22 and the other AGGRIEVED EMPLOYEES to work without paying them for all the time they
23 were under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to
24 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break.
25 PLAINTIFF was from time to time interrupted by work assignments while clocked out for what
26 should have been PLAINTIFF's off-duty meal break. Additionally, PLAINTIFF and the other
27 AGGRIEVED EMPLOYEES would clock out of DEFENDANT's timekeeping system, in order
28 to perform additional work for DEFENDANT as required to meet DEFENDANT's job

1 requirements. Also, DEFENDANT, as a matter of established company policy and procedure,
2 administered a uniform practice of rounding the actual time worked and recorded by
3 PLAINTIFF and other AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
4 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
5 EMPLOYEES were paid less than they would have been paid had they been paid for actual
6 recorded time rather than “rounded” time. DEFENDANT’s policy and practice not to pay
7 PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked, is evidenced by
8 DEFENDANT’s business records. As a result, DEFENDANT failed to pay PLAINTIFF and
9 other AGGRIEVED EMPLOYEES the proper minimum and overtime wages.

10 14. In addition, state and federal law provides that employees must be paid overtime
11 and meal and rest break premium pay at one-and-one-half times their “regular rate of pay.”
12 PLAINTIFF and other AGGRIEVED EMPLOYEES were compensated at an hourly rate plus
13 incentive pay that is tied to specific elements of an employee’s performance.

14 15. The second component of PLAINTIFF’s and other AGGRIEVED EMPLOYEES’
15 compensation was DEFENDANT’s non-discretionary incentive program that paid PLAINTIFF
16 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
17 DEFENDANT, including but not limited to stipends for lodging and other per diem wage
18 payments. The non-discretionary incentive program provided all employees paid on an hourly
19 basis with incentive compensation when the employees met the various performance goals set
20 by DEFENDANT. However, when calculating the regular rate of pay in order to pay overtime
21 and premiums for meal and rest break violations to PLAINTIFF and other AGGRIEVED
22 EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the
23 employees’ “regular rate of pay” for purposes of calculating overtime pay and premium pay for
24 meal and rest break violations. As a matter of law, the incentive compensation received by
25 PLAINTIFF and other AGGRIEVED EMPLOYEES must be included in the “regular rate of
26 pay.” The failure to do so has resulted in an underpayment of overtime compensation and meal
27 and rest break premium pay to PLAINTIFF and other AGGRIEVED EMPLOYEES by
28 DEFENDANT.

1 16. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
2 EMPLOYEES by failing to pay such wages at the regular rate of pay. Specifically, PLAINTIFF
3 and other non-exempt employees earned non-discretionary remuneration. Rather than pay sick
4 pay at the regular rate of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other
5 AGGRIEVED EMPLOYEES at their base rates of pay.

6 17. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED
7 EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks
8 and were not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED
9 EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT
10 for more than five (5) hours during some shifts without receiving a meal break. Further,
11 DEFENDANT from time to time failed to provide PLAINTIFF and AGGRIEVED
12 EMPLOYEES with a second off-duty meal period for some workdays in which these employees
13 were required by DEFENDANT to work ten (10) hours of work. PLAINTIFF and other
14 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation
15 and in accordance with DEFENDANT's corporate policy and practice.

16 18. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
17 were also required from time to time to work in excess of four (4) hours without being provided
18 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
19 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
20 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
21 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
22 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
23 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
24 wages in lieu thereof. Additionally, the applicable California Wage Order requires employers
25 to provide employees with off-duty rest periods, which the California Supreme Court defined
26 as time during which an employee is relieved from all work related duties and free from
27 employer control. In so doing, the Court held that the requirement under California law that
28 employers authorize and permit all employees to take rest period means that employers must

1 relieve employees of all duties and relinquish control over how employees spend their time
2 which includes control over the locations where employees may take their rest period.
3 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
4 minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other
5 AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
6 Defendant's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could not
7 leave the work premises during their rest period. As a result of being on the premises for his
8 rest period, PLAINTIFF from time to time performed work tasks in the hospital for
9 DEFENDANT due to him being present at the hospital.

10 19. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
11 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
12 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
13 DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all
14 time worked, meaning the time during which an employee was subject to the control of an
15 employer, including all the time the employee was permitted or suffered to permit this work.
16 DEFENDANT required these employees to work off the clock without paying them for all the
17 time they were under DEFENDANT's control, including, but not limited to, time spent
18 undergoing mandatory drug testing or any other testing and/or examination required as a
19 condition of employment. As such, DEFENDANT knew or should have known that
20 PLAINTIFF and the other AGGRIEVED EMPLOYEES were under compensated for all time
21 worked. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited time
22 worked by working without their time being accurately recorded and without compensation at
23 the applicable minimum wage and overtime wage rates. To the extent that the time worked off
24 the clock did not qualify for overtime premium payment, DEFENDANT failed to pay minimum
25 wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and
26 1197.1.

27 20. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
28 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses

1 incurred by PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
2 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
3 2802, employers are required to indemnify employees for all expenses incurred in the course
4 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
5 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
6 employee in direct consequence of the discharge of his or her duties, or of his or her
7 obedience to the directions of the employer, even though unlawful, unless the employee, at
8 the time of obeying the directions, believed them to be unlawful."

9 21. In the course of their employment PLAINTIFF and other AGGRIEVED
10 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
11 personal cellular phones as a result of and in furtherance of their job duties as employees for
12 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
13 associated with the use of their personal cellular phones for DEFENDANT's benefit. As a
14 result, in the course of their employment with DEFENDANT, PLAINTIFF and other
15 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
16 were not limited to, costs related to the use of their personal cellular phones all on behalf of
17 and for the benefit of DEFENDANT.

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

1 23. The applicable Wage Order requires that on each workday that an employee
2 reports for work, as scheduled, but is not put to work or is furnished less than half of the
3 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
4 scheduled day's work, but in no event for less than two (2) hours nor more than four (4)
5 hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.
6 The applicable Wage Order denominates this as "Reporting Time Pay." From time to time,
7 PLAINTIFF and other AGGRIEVED EMPLOYEES were not put to work and/or were not
8 furnished with work for less than half of their scheduled shift. When PLAINTIFF and other
9 AGGRIEVED EMPLOYEES reported to work, as scheduled, but are furnished less than
10 half of their scheduled day's work, PLAINTIFF and other AGGRIEVED EMPLOYEES
11 were not compensated with Reporting Time pay, as required by the applicable Wage Order,
12 in that they were not paid a minimum of two hours or for half of their scheduled day's work,
13 not to exceed four hours. DEFENDANT's conduct triggers Wage Order 7's reporting time
14 pay requirements and is precisely the kind of abuse that reporting time pay was designed to
15 discourage.

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

23 25. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
24 to collect or receive from an employee any part of wages theretofore paid by said employer
25 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
26 other AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable
27 to PLAINTIFF and other AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
28 deductions from compensation payable to PLAINTIFF and other AGGRIEVED

1 EMPLOYEES, and thereby failed to pay these employees all wages due at each applicable
2 pay period and upon termination. PLAINTIFF and the other AGGRIEVED EMPLOYEES
3 seek recovery of all illegal deductions from wages according to proof, related penalties,
4 interest, attorney fees and costs.

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

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

23 28. All of the conduct and violations alleged herein occurred during the PAGA
24 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
25 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
26 that affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
27 2018 AJDAR 12157 (Certified for Publication 12/19/18).

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

JURISDICTION AND VENUE

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

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

FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698, *et seq.*]

(By PLAINTIFF and Against All Defendants)

31. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

33. 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

1 with respect to himself and all individuals who are or previously were employed by Griffin
2 Healthcare Services, LLC and/or Nursing Options LLC in California and who were
3 classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time
4 period of February 25, 2020 until a date as determined by the Court (the "PAGA PERIOD").

5 34. On February 25, 2021, PLAINTIFF gave written notice by electronic mail to
6 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
7 employer of the specific provisions of this code alleged to have been violated as required by
8 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
9 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
10 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
11 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

12 35. The policies, acts and practices heretofore described were and are an unlawful
13 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
14 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
15 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
16 (d) failed to pay overtime and sick pay wages, (e) failed to reimburse employees for required
17 expenses, and (f) failed to provide wages when due, all in violation of the applicable Labor
18 Code sections listed in Labor Code §§201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7,
19 233, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
20 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
21 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
22 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
23 Attorney General Act of 2004 as the representative of the State of California for the illegal
24 conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

25
26
27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1 **PRAYER FOR RELIEF**

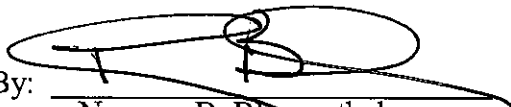
2 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
3 severally, as follows:

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

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

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

10 Dated: July 29, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
11

12
13 By: 

14 Norman B. Blumenthal
15 Attorneys for Plaintiff
16
17
18
19
20
21
22
23
24
25
26
27
28