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SUPERIOR COURT OF THE STATE OF CALIFORNIA**IN AND FOR THE COUNTY OF LOS ANGELES**

ELIJAH KOUYOUMDJIAN, on behalf of
the State of California, as a private
attorney general,

Plaintiff,

vs.

RAISING CANE'S USA, L.L.C., a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21PSCV00329**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 Elijah Kouyoumdjian (“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 his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

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

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

17 3. Accordingly, PLAINTIFF seeks 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 **THE PARTIES**

23
24
25 4. Defendant Raising Cane’s USA, L.L.C. (“DEFENDANT”) is a limited liability
26 company that at all relevant times mentioned herein conducted and continues to conduct
27 substantial business in the state of California.

28 5. DEFENDANT is a fast food restaurant chain.

1 6. PLAINTIFF was employed by DEFENDANT in California from September of
2 2020 to November 16, 2021 and was at all times classified by DEFENDANT as a non-exempt
3 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
4 payment of minimum and overtime wages due for all time worked.

5 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
6 the requirements and exhaust the administrative procedures under the Private Attorney General
7 Act, brings this Representative Action on behalf of the State of California with respect to
8 himself and all individuals who are or previously were employed by DEFENDANT in
9 California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during
10 the time period of February 19, 2020 until a date as determined by the Court (the "PAGA
11 PERIOD").

12 8. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently
13 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
14 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
15 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 233,
16 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
17 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s)
18 and thereby gives rise to civil penalties as a result of such conduct.¹ Based upon the foregoing,
19 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning
20 of Labor Code § 2699, *et seq.*

21 9. The true names and capacities, whether individual, corporate, subsidiary,
22 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
23 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
24 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
25 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.

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

1 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
2 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
3 responsible in some manner for one or more of the events and happenings that proximately
4 caused the injuries and damages hereinafter alleged.

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

13 14 **THE CONDUCT**

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

1 that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES
2 were paid less than they would have been paid had they been paid for actual recorded time
3 rather than “rounded” time. Finally, DEFENDANT engaged in the practice of requiring
4 PLAINTIFF and AGGRIEVED EMPLOYEES to perform work off the clock in that
5 DEFENDANT, as a condition of employment, required these employees to submit to mandatory
6 questionnaires for COVID-19 screening prior to clocking into DEFENDANT’s timekeeping
7 system for the workday. PLAINTIFF and other AGGRIEVED EMPLOYEES were required
8 by DEFENDANT to first wait outside DEFENDANT’s restaurant during the “Shift Change”
9 and then proceed indoors to answer a COVID-19 questionnaire regarding any symptoms and
10 possible exposure to COVID-19. DEFENDANT failed to pay PLAINTIFF and other
11 AGGRIEVED EMPLOYEES for their time spent performing the mandatory waiting off the
12 clock during the shift change and also for the time spent completing the COVID-19
13 questionnaire. Even if PLAINTIFF and other AGGRIEVED EMPLOYEES showed up to
14 DEFENDANT’s restaurant and then failed the questionnaire, DEFENDANT still failed to pay
15 PLAINTIFF the proper reporting time pay wages. DEFENDANT’s policy and practice not to
16 pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked, is evidenced by
17 DEFENDANT’s business records. As a result, DEFENDANT failed to pay PLAINTIFF and
18 other AGGRIEVED EMPLOYEES the proper minimum and overtime wages.

19 12. In addition, State and federal law provides that employees must be paid overtime
20 at one-and-one-half times their “regular rate of pay.” PLAINTIFF and other AGGRIEVED
21 EMPLOYEES were compensated at an hourly rate plus incentive pay that is tied to specific
22 elements of an employee’s performance.

23 13. The second component of PLAINTIFF’s and other AGGRIEVED EMPLOYEES’
24 compensation was DEFENDANT’s non-discretionary incentive program that paid PLAINTIFF
25 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
26 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
27 hourly basis with incentive compensation when the employees met the various performance
28 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay

1 overtime to PLAINTIFF and other AGGRIEVED EMPLOYEES, DEFENDANT failed to
2 include the incentive compensation as part of the employees' "regular rate of pay" for purposes
3 of calculating overtime pay. As a matter of law, the incentive compensation received by
4 PLAINTIFF and other AGGRIEVED EMPLOYEES must be included in the "regular rate of
5 pay." The failure to do so has resulted in an underpayment of overtime compensation to
6 PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANT.

7 14. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
8 EMPLOYEES by failing to pay such wages at the regular rate of pay. Specifically, PLAINTIFF
9 and other non-exempt employees earn non-discretionary remuneration. Rather than pay sick
10 pay at the regular rate of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other
11 AGGRIEVED EMPLOYEES at their base rates of pay.

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

22 16. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
23 were also required from time to time to work in excess of four (4) hours without being provided
24 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
25 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
26 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
27 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
28 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.

1 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
2 wages in lieu thereof. Additionally, the applicable California Wage Order requires employers
3 to provide employees with off-duty rest periods, which the California Supreme Court defined
4 as time during which an employee is relieved from all work related duties and free from
5 employer control. In so doing, the Court held that the requirement under California law that
6 employers authorize and permit all employees to take rest period means that employers must
7 relieve employees of all duties and relinquish control over how employees spend their time
8 which includes control over the locations where employees may take their rest period.
9 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
10 minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other
11 AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
12 Defendant's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could not
13 leave the work premises during their rest period. As a result of being on the premises for his
14 rest period, PLAINTIFF from time to time performed work tasks in the restaurant for
15 DEFENDANT due to him being present at the restaurant.

16 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
17 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
18 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
19 DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all
20 time worked, meaning the time during which an employee was subject to the control of an
21 employer, including all the time the employee was permitted or suffered to permit this work.
22 DEFENDANT required these employees to work off the clock without paying them for all the
23 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
24 known that PLAINTIFF and the other AGGRIEVED EMPLOYEES were under compensated
25 for all time worked. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited
26 time worked by working without their time being accurately recorded and without compensation
27 at the applicable minimum wage and overtime wage rates. To the extent that the time worked
28 off the clock did not qualify for overtime premium payment, DEFENDANT failed to pay

1 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
2 1197, and 1197.1.

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

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

23 20. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
24 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which
25 failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code
26 § 226 provides that every employer shall furnish each of his or her employees with an
27 accurate itemized wage statement in writing showing, among other things, gross wages
28 earned and all applicable hourly rates in effect during the pay period and the corresponding

1 amount of time worked at each hourly rate. Aside, from the violations listed above in this
2 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
3 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to
4 time provided PLAINTIFF and the other AGGRIEVED EMPLOYEES with wage
5 statements which violated Cal. Lab. Code § 226.

6 21. The applicable Wage Order requires that on each workday that an employee
7 reports for work, as scheduled, but is not put to work or is furnished less than half of the
8 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
9 scheduled day's work, but in no event for less than two (2) hours nor more than four (4)
10 hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.
11 The applicable Wage Order denominates this as "Reporting Time Pay." As discussed above,
12 DEFENDANT required PLAINTIFF and AGGRIEVED EMPLOYEES to complete
13 COVID-19 questionnaires before starting their work shift. From time to time, over the
14 course of their employment, PLAINTIFF and other AGGRIEVED EMPLOYEES, on dates
15 as reflected in DEFENDANT's business records, reported to and performed the mandatory
16 COVID-19 questionnaire, as required by DEFENDANT. On some these days, due to failing
17 the questionnaire, PLAINTIFF and other AGGRIEVED EMPLOYEES were not put to work
18 and/or were not furnished with work for less than half of their scheduled shift. Failure to
19 adhere to DEFENDANT'S policy may result in verbal or written discipline, including
20 termination of employment. When PLAINTIFF and other AGGRIEVED EMPLOYEES
21 reported to work, as scheduled, but are furnished less than half of their scheduled day's
22 work, PLAINTIFF and other AGGRIEVED EMPLOYEES were not compensated with
23 Reporting Time pay, as required by the applicable Wage Order, in that they were not paid a
24 minimum of two hours or for half of their scheduled day's work, not to exceed four hours.
25 DEFENDANT's conduct triggers Wage Order 7's reporting time pay requirements and is
26 precisely the kind of abuse that reporting time pay was designed to discourage.

27 22. Cal. Lab. Code § 204 provides that "[a]ll wages. . . earned by any person in any
28 employment are due and payable twice during each calendar month, on days designated in

1 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(d) expressly
2 requires employers to pay employees all wages owed within seven (7) days of the close of
3 the payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
4 AGGRIEVED EMPLOYEES all wages owed to them within seven (7) days of the close of
5 the payroll period

6 23. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
7 to collect or receive from an employee any part of wages theretofore paid by said employer
8 to said employee.” DEFENDANT failed to pay all compensation due to PLAINTIFF and
9 other AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable
10 to PLAINTIFF and other AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
11 deductions from compensation payable to PLAINTIFF and the AGGRIEVED
12 EMPLOYEES, and thereby failed to pay these employees all wages due at each applicable
13 pay period and upon termination. PLAINTIFF and the AGGRIEVED EMPLOYEES seek
14 recovery of all illegal deductions from wages according to proof, related penalties, interest,
15 attorney fees and costs.

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

25 25. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
26 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which
27 failed to accurately calculate and record all missed meal and rest periods by PLAINTIFF and
28 other AGGRIEVED EMPLOYEES. The proper recording of these employees’ missed meal

1 and rest breaks is the DEFENDANT's burden. As a result of DEFENDANT's intentional
2 disregard of the obligation to meet this burden, DEFENDANT failed to properly calculate
3 and/or pay all required compensation for work performed by the AGGRIEVED
4 EMPLOYEES and violated the California Labor Code and regulations promulgated
5 thereunder as herein alleged.

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

11 12 **JURISDICTION AND VENUE**

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

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

21 **FIRST CAUSE OF ACTION**

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

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

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

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

27 30. PAGA is a mechanism by which the State of California itself can enforce state
28 labor laws through the employee suing under the PAGA who do so as the proxy or agent of

1 the state's labor law enforcement agencies. An action to recover civil penalties under
2 PAGA is fundamentally a law enforcement action designed to protect the public and not to
3 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
4 but to create a means of "deputizing" citizens as private attorneys general to enforce the
5 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
6 public interest to allow aggrieved employees, acting as private attorneys general to recover
7 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
8 claims cannot be subject to arbitration.

9 31. PLAINTIFF, and such persons that may be added from time to time who
10 satisfy the requirements and exhaust the administrative procedures under the Private
11 Attorney General Act, brings this Representative Action on behalf of the State of California
12 with respect to himself and all individuals who are or previously were employed by
13 DEFENDANT in California and classified as non-exempt employees ("AGGRIEVED
14 EMPLOYEES") during the time period of February 19, 2020 until a date as determined by
15 the Court (the "PAGA PERIOD").

16 32. On February 19, 2021, PLAINTIFF gave written notice by electronic mail to
17 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
18 employer of the specific provisions of this code alleged to have been violated as required by
19 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
20 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
21 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
22 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

23 33. The policies, acts and practices heretofore described were and are an unlawful
24 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
25 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
26 record and provide legally required meal and rest periods, (c) failed to pay overtime wages,
27 (d) failed to pay minimum wages, (e) failed to reimburse for required expenses, and (f)
28 failed to provide wages when due, all in violation of the applicable Labor Code sections

1 listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 233, 246, 351,
2 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
3 Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Industrial Wage Order(s),
4 and thereby gives rise to civil penalties as a result of such conduct.² PLAINTIFF hereby
5 seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney
6 General Act of 2004 as the representative of the State of California for the illegal conduct
7 perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

8
9 **PRAYER FOR RELIEF**

10 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
11 severally, as follows:

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

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

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

18
19 Dated: April 27, 2021 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

20
21
22 By: /s/ Norman Blumenthal
23 Norman B. Blumenthal
24 Attorneys for Plaintiff

25
26
27 _____
28 ²Plaintiff specifically excludes and/or does not allege any claims under California Labor Code §558(a)(3).