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Superior Court Of California,
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kjohnson12
By _____, Deputy
Case Number:
34-2021-00308737

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

MARIA SEGISMUNDO, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

RANCHO MURIETA COUNTRY CLUB, a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. _____

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, 351, 510, 512, 558(a)(1)(2),
1194, 1197, 1197.1, 1198, 1198.5, 2802,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B)

1 Plaintiff Maria Segismundo (“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 Defendant Rancho Murieta Country Club
8 (“DEFENDANT”) seeking only to recover PAGA civil penalties for herself, 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 herself 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 4. Rancho Murieta Country Club (“DEFENDANT”) is a California corporation that
24 at all relevant times mentioned herein conducted and continue to conduct substantial business
25 in the state of California.

26 5. DEFENDANT is a private golf and tennis club.

27 6. PLAINTIFF was employed by DEFENDANT from March of 2018 to February
28

1 of 2021 and was at all times classified by DEFENDANT as a non-exempt employee, paid on
2 an hourly basis, and entitled to the legally required meal and rest periods and payment of
3 minimum and overtime wages due for all time worked.

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

10 8. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
11 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
12 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
13 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 351,
14 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of
15 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
16 Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
17 employees within the meaning of Labor Code § 2699, *et seq.*

18 9. The true names and capacities, whether individual, corporate, subsidiary,
19 partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are
20 presently unknown to PLAINTIFF who therefore sues these DEFENDANT by such fictitious
21 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
22 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they
23 are ascertained. PLAINTIFF is informed and believes, and based upon that information and
24 belief alleges, that the DEFENDANT named in this Complaint, including DOES 1 through 50,
25 inclusive, are responsible in some manner for one or more of the events and happenings that
26 proximately caused the injuries and damages hereinafter alleged.

27 10. The agents, servants and/or employees of the Defendants and each of them acting
28 on behalf of the Defendants acted within the course and scope of his, her or its authority as the

1 agent, servant and/or employee of the Defendants, and personally participated in the conduct
2 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
3 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
4 all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED
5 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
6 agents, servants and/or employees.

7 8 **THE CONDUCT**

9 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
10 required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked,
11 meaning the time during which an employee is subject to the control of an employer, including
12 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
13 and the AGGRIEVED EMPLOYEES to work without paying them for all the time they were
14 under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work
15 while clocked out during what was supposed to be PLAINTIFF's off-duty meal break.
16 PLAINTIFF was from time to time interrupted by work assignments. Additionally, PLAINTIFF
17 and other AGGRIEVED EMPLOYEES were required by DEFENDANT to clock out of
18 DEFENDANT's timekeeping system, in order to perform additional work for DEFENDANT
19 as required to meet DEFENDANT's job requirements. PLAINTIFF and the AGGRIEVED
20 EMPLOYEES also worked off the clock with respect to time spent undergoing mandatory drug
21 testing or any other testing and/or examination required as a condition of employment. Further,
22 PLAINTIFF and the other AGGRIEVED EMPLOYEES from time to time were not paid wages
23 for all time worked, including overtime wages, such that in the aggregate employees were
24 underpaid wages as a result of DEFENDANT's pattern and practice of unevenly rounding time
25 worked by its employees. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES
26 forfeited minimum wage and overtime compensation by from time to time working without their
27 time being accurately recorded and without compensation at the applicable minimum wage and
28 overtime rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the other

1 AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANT's business
2 records.

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

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

1 under California law that employers authorize and permit all employees to take rest periods
2 means that employers must relieve employees of all duties and relinquish control over how
3 employees spend their time which includes control over the locations where employees may
4 take their rest period. Employers cannot impose controls that prohibit an employee from taking
5 a brief walk - five minutes out, five minutes back. Here, DEFENDANT's policy restricts
6 PLAINTIFF and the other AGGRIEVED EMPLOYEES from unconstrained walks and requires
7 these employees to remain on DEFENDANT's premises under DEFENDANT's control during
8 what should be their paid, off duty rest periods.

9 14. State law provides that employees must be paid overtime and meal and rest break
10 premium pay at one-and-one-half times their "regular rate of pay." PLAINTIFF and the other
11 AGGRIEVED EMPLOYEES were compensated at an hourly rate plus incentive pay that was
12 tied to specific elements of an employee's performance.

13 15. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
14 compensation was DEFENDANT's non-discretionary incentive program that paid PLAINTIFF
15 and the other AGGRIEVED EMPLOYEES incentive wages based on their performance for
16 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
17 hourly basis with incentive compensation when the employees met the various performance
18 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
19 overtime and premiums for meal and rest break violations to PLAINTIFF and the other
20 AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive compensation as
21 part of the employees' "regular rate of pay" for purposes of calculating overtime pay and
22 premium pay for meal and rest break violations. Management and supervisors described the
23 incentive program to potential and new employees as part of the compensation package. As a
24 matter of law, the incentive compensation received by PLAINTIFF and the other AGGRIEVED
25 EMPLOYEES must be included in the "regular rate of pay." The failure to do so has resulted
26 in an underpayment of overtime compensation and meal and rest break premium pay to
27 PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANT.

28 16. Cal. Lab. Code § 204 provides that "[a]ll wages. . . earned by any person in any

1 employment are due and payable twice during each calendar month, on days designated in
2 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(d) expressly
3 requires employers to pay employees all wages owed within seven (7) days of the close of the
4 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and the
5 AGGRIEVED EMPLOYEES all wages owed to them within seven (7) days of the close of the
6 payroll period, including but not limited to for the “Gross Up Pay” wage payments.

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

15 18. DEFENDANT underpaid sick pay wages to PLAINTIFF and the other
16 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay.
17 Specifically, PLAINTIFF and other non-exempt employees earn non-discretionary
18 remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick
19 pay to PLAINTIFF and the other AGGRIEVED EMPLOYEES at their base rates of pay.

20 19. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
21 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed
22 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
23 provides that every employer shall furnish each of his or her employees with an accurate
24 itemized wage statement in writing showing, among other things, gross wages earned and all
25 applicable hourly rates in effect during the pay period and the corresponding amount of time
26 worked at each hourly rate. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES
27 were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly
28 rates during the pay period and the total hours worked, and the applicable pay period in which

1 the wages were earned pursuant to California Labor Code Section 226(a). The wage statements
2 Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such
3 information. More specifically, the wage statements failed to identify the accurate total hours
4 worked each pay period. When the hours shown on the wage statements were added up, they
5 did not equal the actual total hours worked during the pay period. Aside, from the violations
6 listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage
7 statement that lists all the requirements under California Labor Code 226 *et seq.* As a result,
8 DEFENDANT from time to time provided PLAINTIFF and the other AGGRIEVED
9 EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

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

20 21. In the course of their employment PLAINTIFF and other AGGRIEVED
21 EMPLOYEES as a business expense, were required by DEFENDANT to use personal cellular
22 phones as a result of and in furtherance of their job duties as employees for DEFENDANT but
23 were not reimbursed or indemnified by DEFENDANT for the cost associated with the use of
24 the personal cellular phones for DEFENDANT's benefit. As a result, in the course of their
25 employment with DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES incurred
26 unreimbursed business expenses which included, but were not limited to, costs related to the use
27 of their personal cellular phones, all on behalf of and for the benefit of DEFENDANT.

28 22. During the PAGA PERIOD, pursuant to DEFENDANT's company policies and

1 practices, PLAINTIFF and other AGGRIEVED EMPLOYEES were forced to forfeit gratuities
2 left for them by customers to DEFENDANT's agents who provided no service to the customers
3 that resulted in the gratuity. DEFENDANT routinely added anywhere from 18%-22% service
4 charges to its food and beverage banquet bills. These service charges were in the form of
5 automatic charges which customers are required to pay, and which reasonably appear to be
6 gratuities for the service staff. It is typical and customary in the industry that establishments
7 impose gratuity charges in the range of 18%-22% of the food and beverage bill. Thus, when
8 customers have paid these charges, it is reasonable for them to have believed they were
9 gratuities to be paid to the service staff. Indeed, because many of these charges are depicted to
10 customers, and the custom in the food and beverage industry that gratuities in the range of 18%-
11 22% are paid for food and beverage service, customers have paid these charges reasonably
12 believing they were remitted to the service staff. However, DEFENDANT has not remitted the
13 total proceeds of these gratuities to the non-managerial employees who serve the food and
14 beverages. Instead, DEFENDANT has a policy and practice of retaining for itself a portion of
15 these gratuities and/or using a portion of these gratuities to pay managers or other non-service
16 employees. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES have not received
17 the total proceeds of the gratuities, to which they are entitled to under California law.

18 23. DEFENDANT is generally in the business of owning and operating a golf course,
19 including the pubs and restaurant on the premises. In addition, DEFENDANT also provides
20 banquet services to large groups, such as wedding parties and other banquet events. During the
21 PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES were in the "chain of
22 service" and earned gratuities based on their service for their customers. However, PLAINTIFF
23 and other AGGRIEVED EMPLOYEES were forced to forfeit portions of their gratuities, which
24 said gratuities were kept by DEFENDANT and their agents who were not in the chain of service
25 from which the gratuity resulted. PLAINTIFF and other AGGRIEVED EMPLOYEES contend
26 that any gratuities kept by DEFENDANT were illegal and in violation of California law because
27 PLAINTIFF and other AGGRIEVED EMPLOYEES, not DEFENDANT, provided the service
28 for to whom the gratuity should have been paid.

1 24. California Labor Code § 351 establishes the requirements for an employer
2 regarding the payment of gratuities. Specifically, gratuities are the sole property of the
3 employees. California Labor Code § 351 expressly prohibits employers and their agents from
4 collecting, taking, or receiving any portion of a gratuity. California Labor Code § 350(e)
5 defines the term “gratuity” as including any money that has been paid or given or left for an
6 employee by a patron of a business over and above the actual amount due the business for
7 services rendered or for goods, food, drink or articles sold or served to such patron. Labor Code
8 § 353 requires employers to keep accurate records of all gratuities they receive, directly or
9 indirectly.

10 25. Although tip pooling is not expressly prohibited by the Labor Code, employees
11 who mandate tip pooling must only distribute pooled tips to employees in the “chain of service.”
12 By distributing tips to DEFENDANT directly and to their agents who were not in the “chain of
13 service,” DEFENDANT has violated and continues to violate the legal requirements for
14 handling pooled tips and violated the holding in *O’Grady v. Merchant Exchange Productions,*
15 *Inc.*, No. A148513 (Court of Appeals of California, First District, Division Two.)

16 26. 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 and all time worked. This policy and practice
20 of DEFENDANT was intended to purposefully avoid the payment for all time worked as
21 required by California law which allows DEFENDANT to illegally profit and gain an unfair
22 advantage over competitors who complied with the law. To the extent equitable tolling operates
23 to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANT, the PAGA PERIOD
24 should be adjusted accordingly.

25 27. All of the conduct and violations alleged herein occurred during the PAGA
26 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
27 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
28

1 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
2 AJDAR 12157 (Certified for Publication 12/19/18).

3
4 **JURISDICTION AND VENUE**

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

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

13 **FIRST CAUSE OF ACTION**

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

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

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

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

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

1 32. PLAINTIFF, and such persons that may be added from time to time who
2 satisfy the requirements and exhaust the administrative procedures under the Private
3 Attorney General Act, brings this Representative Action on behalf of the State of California
4 with respect to herself and all individuals who are or previously were employed by
5 DEFENDANT in California and who were classified as non-exempt employees
6 (“AGGRIEVED EMPLOYEES”) during the time period of May 13, 2020 until a date as
7 determined by the Court (the "PAGA PERIOD").

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

15 34. The policies, acts and practices heretofore described were and are an unlawful
16 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
17 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
18 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
19 (d) failed to pay overtime and sick pay wages, (e) failed to reimburse employees for required
20 expenses, (f) failed to provide wages when due, and (g) failed to provide gratuities, all in
21 violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204
22 *et seq.*, 210, 221, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
23 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
24 and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
25 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the

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

1 Labor Code Private Attorney General Act of 2004 as the representative of the State of
2 California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED
3 EMPLOYEES.

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5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
7 severally, as follows:

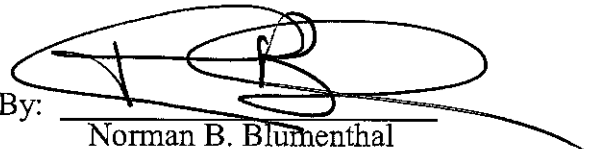
8 1. On behalf of the State of California and with respect to all AGGRIEVED
9 EMPLOYEES:

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

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

14 Dated: September 16, 2021

15 BLUMENTHAL NORDREHAUG BHOWMIK DE
16 BLOUW LLP

17 By: 

18 Norman B. Blumenthal
19 Attorneys for Plaintiff
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