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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

MARIA GONZALEZ, on behalf of the State of
California and Aggrieved Employees;

Plaintiff,

v.

HEALTHSOURCE GLOBAL STAFFING, INC.;
and AMN HEALTHCARE SERVICES, INC.;

Defendants.

Case No.: **RG21111758**

COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) and (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff Maria Gonzalez (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant HealthSource Global
5 Staffing, Inc. (“HealthSource”) and Defendant AMN Healthcare Services, Inc. (“AMN”) (collectively
6 “Defendants”) on behalf of the State of California to collect statutory penalties for Defendants’
7 systematic violations of California labor law with respect to Defendants’ non-exempt, hourly workers
8 employed in California (the “Aggrieved Employees”).

9 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
10 employed by Defendants. Plaintiff and Aggrieved Employees are employed by Defendants as
11 travelling nurses, licensed vocational nurses, licensed practical nurses, certified surgical technicians,
12 and other non-managerial healthcare workers with similar job duties in California.¹

13 3. Plaintiff and Aggrieved Employees bring this action to challenge Defendants’ policies
14 and practices of: (1) failing to compensate Plaintiff and Aggrieved Employees for all hours worked;
15 (2) failing to pay Plaintiff and Aggrieved Employees all minimum wages owed; (3) failing to pay
16 Plaintiff and Aggrieved Employees all overtime wages owed; (4) failing to make available, authorize
17 and/or permit Plaintiff and Aggrieved Employees to take timely and compliant meal and rest periods
18 to which they are entitled by law and failing to make premium payments for those non-compliant
19 meal and rest periods; (5) failing to provide Plaintiff and Aggrieved Employees accurate, itemized
20 wage statements; and (6) failing to timely pay Plaintiff and Aggrieved Employees full wages earned
21 during employment and upon separation from employment.

22 4. Defendants maintain a longstanding policy and/or practice of failing to properly
23 compensate Plaintiff and Aggrieved Employees for work-related tasks performed while “off-the-
24 clock,” including, but not limited to, undergoing mandatory temperature checks, tracking down spare
25 nursing attire due to inadequate supply, and donning and doffing said attire and PPE before the
26

27 ¹ Although Plaintiff is a former employee, Aggrieved Employees include current and former
28 employees. For ease of discussion, the allegations herein are made in the present tense.

1 beginning of each shift, *i.e.*, before clocking in. It took Plaintiff and Aggrieved Employees
2 approximately thirty minutes to go through the line, undergo temperature checks, don their nursing
3 or surgical attire, and clock in, and sometimes significantly longer due to shortages in available attire
4 requiring Plaintiff and Aggrieved Employees to search for scrub bottoms, tops, etc. As a matter of
5 Defendant's policy, this time spent working while off-the-clock went unrecorded and uncompensated
6 even though it should have been compensated at minimum wage and/or overtime rates under
7 California law, giving rise to minimum wage and overtime violations. Upon information and belief,
8 Defendants institute a similar policy of not compensating employees for time spent getting their
9 temperatures check and donning and doffing work attire that results in hundreds of Aggrieved
10 Employees performing services for the benefit of Defendant while off-the-clock across California.

11 5. Defendants also routinely fail to provide Plaintiff and Aggrieved Employees with
12 timely, legally compliant meal and rest periods, yet Defendant fails to provide Plaintiff and Aggrieved
13 Employees with the requisite premium pay for missed meal and rest periods.

14 6. As a result of the above violations, Defendant fails to maintain true and accurate records
15 of the hours Plaintiff and Aggrieved Employees actually work, and also fail to pay all wages due
16 during employment and upon separation within the required time period.

17 7. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
18 attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
19 Private Attorneys General Act ("PAGA").

20 **PARTIES**

21 8. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this
22 Complaint was a resident of the State of California.

23 9. Plaintiff was employed as a certified surgical technician by Defendants from
24 approximately February 2020 through July 2020 and was compensated at an hourly rate of \$35.00.
25 Plaintiff was employed by Defendants and assigned to work for Defendants at San Joaquin Hospital
26 located in French Camp, California.

27 10. The Aggrieved Employees are all current and former non-exempt, hourly workers
28 employed by Defendants, including, but not limited to those employed as traveling nurses, licensed

1 vocational nurses, licensed practical nurses, certified surgical technicians, and other healthcare
2 workers with similar job duties in California.

3 11. Defendant HealthSource Global Staffing, Inc. is a California corporation with its
4 principal place of business located in Fremont, California. Healthsource is registered to do business
5 in the State of California, does business in the State of California, and employs workers, including
6 Plaintiff and Aggrieved Employees, in the State of California.

7 12. Plaintiff is informed, believes, and thereon alleges that HealthSource is a staffing agency
8 that contracts with several healthcare facilities and hospitals in need of clinical support throughout
9 the United States, including California. HealthSource provides staffing services by hiring nurses and
10 healthcare workers and assigning them to work for one of the several healthcare facilities and hospitals
11 with which it contracts. HealthSource employs thousands of workers at healthcare facilities and
12 hospitals located in California, including in Alameda County.

13 13. Defendant AMN Healthcare Services, Inc. is a Delaware corporation with its principal
14 place of business located in San Diego, California. AMN is registered to do business in the State of
15 California, does business in the State of California, and employs workers, including Plaintiff and
16 Aggrieved Employees, in the State of California.

17 14. Plaintiff is informed, believes, and thereon alleges that AMN is the nation's largest
18 healthcare staffing company. AMN is the parent company of HealthSource. AMN provides healthcare
19 workforce solutions and staffing services to healthcare facilities and hospitals across the United
20 States, including in California. In addition, AMN offers managed services programs, language
21 interpretation services, vendor management systems, workforce optimization services, credentialing
22 services, digital staffing services, and flex pool management services. AMN employs thousands of
23 workers at healthcare facilities and hospitals located in California, including in Alameda County.

24 15. Plaintiff is informed, believes, and thereon alleges that Defendants jointly exercised
25 control over the operations of its agents, managers, and employees throughout all its sites and
26 facilities in California, including over Plaintiff and Aggrieved Employees with respect to their
27 employment.

1 16. At all relevant times, Defendants have done business under the laws of California, have
2 had places of business in California, including in this judicial district, and have employed Aggrieved
3 Employees in this judicial district.

4 17. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts
5 and omissions alleged herein were performed by, and/or attributable to, Defendants, each acting as
6 agents and/or employees, and/or under the direction and control of each of the other, and that said
7 acts and failures to act were within the course and scope of said agency, employment and/or direction
8 and control.

9 18. Defendants are “persons” as defined in Labor Code § 18 and Business and Professions
10 Code § 17201. Defendants are also “employers” as that term is used in the Labor Code and IWC
11 Wage Orders.

12 19. Defendants employ Plaintiff and Aggrieved Employees, because Defendants, directly
13 or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of
14 Plaintiff and Aggrieved Employees.

15 **JURISDICTION AND VENUE**

16 20. Venue is proper in this County pursuant to Code of Civil Procedure §§ 393(a), 395,
17 and/or 395.5. Defendants reside in this county, they conduct business and employ Aggrieved
18 Employees in this County, and the liability and the cause or some part of the cause arose in this
19 County.

20 21. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.
21 The Court also has jurisdiction over Defendant because it is a company authorized to do business in
22 the State of California, and because Defendant does in fact do business and employ workers in
23 California.

24 **FACTUAL ALLEGATIONS**

25 22. Plaintiff worked as a non-exempt certified surgical technician for Defendants at San
26 Joaquin Hospital located in French Camp, California. Plaintiff was employed from approximately
27 February 2020 until July 2020 and was compensated at an hourly rate of \$35.00 per hour.
28

1 23. Plaintiff worked at least eight hours per shift, five shifts per week. Plaintiff worked
2 approximately forty hours or more per week.

3 24. Plaintiff is informed, believes, and thereon alleges that Aggrieved Employees were
4 and/or are employed by Defendants in a similar manner throughout California, including in this
5 County, and perform work materially similar to Plaintiff. Defendants pay and/or paid Aggrieved
6 Employees, including Plaintiff, on an hourly rate basis.

7 25. Plaintiff is informed, believes, and thereon alleges that the policies and practices of
8 Defendants have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless
9 of facility or location in California.

10 26. Aggrieved Employees are required to follow and abide by common work, time, and pay
11 policies and procedures in the performance of their jobs and duties.

12 27. At the end of each pay period, Aggrieved Employees receive wages from Defendants
13 that are determined by common systems and methods that Defendants select and control.

14 28. As a matter of policy and/or practice, Defendants routinely fail to compensate Plaintiff
15 and Aggrieved Employees for all hours worked and spent under the control and supervision of
16 Defendants, *i.e.*, time spent for the benefit of Defendants.

17 29. For instance, Defendants require Plaintiff and Aggrieved Employees to wait in line and
18 undergo temperatures checks before clocking in for their shifts. Defendants routinely make Plaintiff
19 and Aggrieved Employees wait for these temperature screening before the beginning of their shifts
20 while they are off-the-clock—before they are permitted to clock in. Defendants fail to pay Plaintiff and
21 Aggrieved Employees for this off-the-clock work.

22 30. Additionally, Defendants require Plaintiff and Aggrieved Employees to don and doff
23 their Personal Protective Equipment (“PPE”) while off-the-clock. It takes Plaintiff and Aggrieved
24 Employees several minutes to put on their PPE before the beginning of each shift and several minutes
25 to take it off after the end of each shift, *i.e.*, before clocking in and after clocking out.

26 31. Plaintiff and Aggrieved Employees routinely work eight hours per day and forty hours
27 per week, or more; thus, the majority of the off-the-clock time worked should be compensated at
28 overtime rates.

1 32. As a result of these practices, Defendants deny Plaintiff and Aggrieved Employees
2 compensation for all hours worked, including minimum wage and overtime compensation, resulting
3 from Plaintiff's and Aggrieved Employees' additional pre-shift and post-shift off-the-clock work.

4 33. Plaintiff is informed, believes, and thereon alleges that Defendants' same temperature
5 check, and donning and doffing protocols are used across all healthcare facilities and hospitals
6 throughout California where Defendants assign their workers, including Plaintiff and Aggrieved
7 Employees.

8 34. Defendants also fail to provide legally compliant rest periods to Plaintiff and Aggrieved
9 Employees. Defendants regularly deny Plaintiff and Aggrieved Employees a duty-free, uninterrupted,
10 and timely ten-minute rest period by the end of the fourth hour of work, and again by the end of the
11 eighth hour of work Defendants' policies, practices, and procedures require Plaintiff and Aggrieved
12 Employees to often skip, delay and/or shorten their rest periods.

13 35. Plaintiff and Aggrieved Employees are often denied compliant rest periods during which
14 they should be relieved of work-related duties because: (i) Defendants do not always authorize,
15 permit, and/or make available timely rest periods to Plaintiff and Aggrieved Employees; (ii) Plaintiff
16 and Aggrieved Employees are often too busy with work during the day to have time to take bona fide
17 rest periods; and (iii) due to constant understaffing, there is often no other qualified worker available
18 to relieve Plaintiff and Aggrieved Employees from their duties so that they could take their rest breaks
19 on time.

20 36. Despite these recurring violations, Defendants do not provide Plaintiff and Aggrieved
21 Employees premium pay for missed, untimely and/or shortened rest periods.

22 37. Plaintiff is informed, believes, and thereon alleges that Defendants' same rest period
23 practices are used across all healthcare facilities and hospitals, throughout California, where
24 Defendants assign their workers, including Plaintiff and Aggrieved Employees.

25 38. Plaintiff is informed, believes, and thereon alleges that Defendants also do not permit,
26 authorize, and/or make available to Aggrieved Employees legally compliant 30-minute meal periods
27 by the end of the fifth hour of work. Due to chronic understaffing by Defendants and the high patient
28 load, there are frequently not enough providers available to cover Plaintiff and Aggrieved Employees'

1 patients and enable them to take bona fide meal breaks.

2 39. Despite these recurring violations, Defendants do not provide Plaintiff and Aggrieved
3 Employees with premium pay for missed, untimely, or non-compliant meal periods.

4 40. Upon information and belief, Defendants' same meal periods policies, practices, and
5 procedures are used across all healthcare facilities and hospitals, throughout California, where
6 Defendants assign their workers, including Plaintiff and Aggrieved Employees.

7 41. Defendants' common course of wage-and-hour abuse also includes routinely failing to
8 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees. In
9 particular, Defendants have failed to record hours that Plaintiff and Aggrieved Employees worked
10 off-the-clock and failed to provide Plaintiff and Aggrieved Employees with premium pay for non-
11 compliant meal and rest periods.

12 42. Defendants' failure to record all hours worked results in Defendants' failure to provide
13 Plaintiff and Aggrieved Employees with itemized accurate wage statements as required by California
14 law. Plaintiff and Aggrieved Employees receive wage statements that do not reflect all hours worked,
15 including overtime. In addition, Plaintiff and Aggrieved Employees receive wage statements that do
16 not reflect premium pay for non-compliant meal and rest periods.

17 43. Consequently, Defendants do not provide Aggrieved Employees, including Plaintiff,
18 with full payment of all wages owed upon separation from employment. At the time their employment
19 ends, Plaintiff and Aggrieved Employees are owed wages for all time worked, including overtime,
20 and premium pay for non-complaint meal and rest periods, whether their termination was voluntary
21 or involuntary; yet Defendants have failed to provide Plaintiff and Aggrieved Employees with such
22 payments within the required time period. As a result, and pursuant to the California Labor Code,
23 Defendant is subject to waiting time penalties.

24 44. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
25 has been widespread, repeated, and consistent as to Aggrieved Employees throughout California.
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FIRST CAUSE OF ACTION
Penalties Pursuant to Labor Code § 2699(a)
(On Behalf of the State of California and Aggrieved Employees)

45. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

46. Labor Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

47. Labor Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

48. Labor Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employees shall continue as a penalty from the due date thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

49. Labor Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

50. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees upon separation from employment in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203.

51. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any

applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

52. Labor Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

53. Labor Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

54. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, as alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226.3. In the alternative, Plaintiff seeks penalties in the amount established by Labor Code § 226(e)(1), as prayed for herein.

55. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to file this claim. Sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

56. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Labor Code § 2699(g)(i).

57. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

58. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION
Penalties Pursuant to Labor Code § 2699(f)
(On Behalf of the State of California and Aggrieved Employees)

59. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

60. Labor Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

61. Labor Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

62. Labor Code § 204(a) provides that “[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month....”

63. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Order.

64. IWC Wage Orders 2-2001(G) and 4-2001(K) define hours worked as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

65. Labor Code § 510 provides, in relevant part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition,

any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

66. Labor Code § 1197 provides:

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

67. Labor Code § 1194 provides, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

68. Labor Code §§ 226.7, 512, and IWC Wage Orders 2-2001 and 4-2001 require Defendant to authorize, permit, and/or make available timely and compliant meal and rest periods to its employees. Labor Code §§ 226.7 and 512 and IWC Wage Orders 4-2001 prohibit employers from employing an employee for more than five hours without a meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the thirty-minute meal period and ten-minute rest period, the employee is considered "on duty" and the meal period is counted as time worked under the applicable wage orders.

69. To the extent than any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established by Labor Code § 2699(f). Plaintiff seeks penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Labor Code provisions including, but not limited, to, Labor Code §§ 204, 226, 226.7, 510, 512, 1194, 1197, 1198, IWC Wage Orders 2-2001 and 4-2001, and any other violation alleged herein that does not carry penalties under Labor Code § 2699(a).

70. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA with notice of her intention to file this claim. Sixty-five calendar days have passed without notice from

1 the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in
2 compliance with § 2699.3(a).

3 71. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
4 Employees, and herself as set forth in Labor Code § 2699(g)(1).

5 72. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
6 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
7 award of attorneys' fees and costs as set forth below.

8 73. Wherefore, Plaintiff requests relief as hereinafter provided.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for relief as follows:

- 11 1. For the Court to declare, adjudge, and decree that Defendants have violated the
12 California Labor Code as alleged herein;
 - 13 2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees
14 civil penalties provided under the PAGA;
 - 15 3. For interest to the extent provided by applicable law;
 - 16 4. For an award of reasonable attorneys' fees as provided by the California Labor Code
17 § 2699(g)(1); California Code of Civil Procedure § 1021.5; and/or any other
18 applicable law;
 - 19 5. For all costs of suit; and
 - 20 6. For such other and further relief as this Court deems just and proper.
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Respectfully submitted,

Date: September 1, 2021



Carolyn H. Cottrell
Ori Edelstein
Frank A. Perez
Philippe M. Gaudard
SCHNEIDER WALLACE
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*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to
3 a jury.

4 Respectfully submitted,

5 Date: September 1, 2021

6 

7 Carolyn H. Cottrell
8 Ori Edelstein
9 Frank A. Perez
10 Philippe M. Gaudard
11 SCHNEIDER WALLACE
12 COTTRELL KONECKY LLP

13 *Attorneys for Plaintiff, on behalf of the State of*
14 *California and Aggrieved Employees*