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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

14 AL-JERONE GREEN and TIFFANY
15 MANJARES, on behalf of the State of
16 California, as private attorney generals,

17 Plaintiffs,

18 vs.

19 FIVE KEYS SCHOOLS AND
20 PROGRAMS, a California Corporation;
21 and DOES 1 through 50, inclusive,

22 Defendants.

Case No. **CGC-21-596167**

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, 227.3, 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)

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

10/20/2021

Clerk of the Court

BY: LAURA SIMMONS

Deputy Clerk

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

6 INTRODUCTION

7 1. PLAINTIFFS bring this action against Defendant Five Keys Schools and
8 Programs (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties for
9 themselves, and on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFFS do not seek to recover anything other than penalties as
11 permitted by California Labor Code § 2699. To the extent that statutory violations are
12 mentioned for wage violations, PLAINTIFFS do not seek underlying general and/or special
13 damages for those violations, but simply the civil penalties permitted by California Labor Code
14 § 2699.

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

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

23 THE PARTIES

24 4. Defendant Five Keys Schools and Programs (“DEFENDANT”) is a California
25 Corporation that at all relevant times mentioned herein conducted and continues to conduct
26 substantial business in the state of California.

27 5. DEFENDANT provides adult education.
28

1 6. Plaintiff Green was employed by DEFENDANT in California from June of 2020
2 until February of 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 Manjares was employed by DEFENDANT in California from September
6 of 2020 until February of 2021 and was at all times classified by DEFENDANT as a non-
7 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
8 periods and payment of minimum and overtime wages due for all time worked.

9 8. PLAINTIFFS, and such persons that may be added from time to time who satisfy
10 the requirements and exhaust the administrative procedures under the Private Attorney General
11 Act, bring this Representative Action on behalf of the State of California with respect to
12 themselves and all individuals who are or previously were employed by DEFENDANT in
13 California and who were classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
14 during the time period of June 25, 2020 until a date as determined by the Court (the "PAGA
15 PERIOD").

16 9. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES
17 presently or formerly employed by DEFENDANT during the PAGA PERIOD, bring this
18 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
19 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221,
20 226(a), 226.7, 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
21 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
22 Order(s). Based upon the foregoing, PLAINTIFFS and all AGGRIEVED EMPLOYEES are
23 aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

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

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

5 11. 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 PLAINTIFFS 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 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
16 required to pay PLAINTIFFS and other 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
19 PLAINTIFFS and other AGGRIEVED EMPLOYEES to work without paying them for all the
20 time they were under DEFENDANT's control. Specifically, DEFENDANT required
21 PLAINTIFFS to work while clocked out during what was supposed to be PLAINTIFFS' off-
22 duty meal break. PLAINTIFFS were from time to time interrupted by work assignments while
23 clocked out for what should have been PLAINTIFFS' off-duty meal break. Additionally, before
24 clocking in, PLAINTIFFS and other AGGRIEVED EMPLOYEES, were required to wait in-line
25 for a COVID-19 screening, one which included an on-line questionnaire about their current set
26 of symptoms before being each employee was scanned and screened for a fever. PLAINTIFFS
27 were not allowed to clock in until this process was completed. Also, DEFENDANT, as a matter
28 of established company policy and procedure, administered a uniform practice of rounding the

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

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

13 14. The second component of PLAINTIFFS’ and other AGGRIEVED EMPLOYEES’
14 compensation was DEFENDANT’s non-discretionary incentive program that paid
15 PLAINTIFFS and other AGGRIEVED EMPLOYEES incentive wages based on their
16 performance for DEFENDANT. The non-discretionary incentive program provided all
17 employees paid on an hourly basis with incentive compensation when the employees met the
18 various performance goals set by DEFENDANT. However, when calculating the regular rate
19 of pay in order to pay overtime and meal and rest break premiums to PLAINTIFFS and 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 and meal and
22 rest break premium pay. As a matter of law, the incentive compensation received by
23 PLAINTIFFS and other AGGRIEVED EMPLOYEES must be included in the “regular rate of
24 pay.” The failure to do so has resulted in an underpayment of overtime compensation and meal
25 and rest break premium pay to PLAINTIFFS and other AGGRIEVED EMPLOYEES by
26 DEFENDANT.

27 15. DEFENDANT underpaid sick pay wages to PLAINTIFFS and other
28 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in

1 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFFS and other non-exempt
2 employees regularly earn non-discretionary remuneration, including but not limited to,
3 incentives, shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of
4 pay, DEFENDANT underpaid sick pay to PLAINTIFFS and other AGGRIEVED
5 EMPLOYEES at their base rates of pay.

6 16. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for non-exempt
7 employees be calculated by dividing the employee's total wages, not including overtime
8 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
9 of employment.

10 17. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
11 the regular rate of pay. PLAINTIFFS and other AGGRIEVED EMPLOYEES routinely earned
12 non-discretionary incentive wages, including but not limited to, incentives, shift differential pay,
13 and bonuses, which increased their regular rate of pay. However, when sick pay was paid, it was
14 paid at the base rate of pay for PLAINTIFFS and other AGGRIEVED EMPLOYEES, as
15 opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

16 18. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS and
17 other AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
18 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are informed and
19 believe and based thereon allege that such failure to pay sick pay at regular rate was willful,
20 such that PLAINTIFFS and other AGGRIEVED EMPLOYEES whose employment has
21 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

22 19. As a result of their rigorous work schedules, PLAINTIFFS and other
23 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off duty
24 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other
25 AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered by
26 DEFENDANT for more than five (5) hours during some shifts without receiving a meal break.
27 Further, DEFENDANT from time to time failed to provide PLAINTIFFS and other
28 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which

1 these employees were required by DEFENDANT to work ten (10) hours of work.
2 PLAINTIFFS and other AGGRIEVED EMPLOYEES therefore forfeited meal breaks without
3 additional compensation and in accordance with DEFENDANT's corporate policy and practice.

4 20. During the PAGA PERIOD, PLAINTIFFS and other AGGRIEVED
5 EMPLOYEES were also required from time to time to work in excess of four (4) hours without
6 being provided ten (10) minute rest periods. Further, these employees were denied their first
7 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
8 hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
9 worked of between six (6) and eight (8) hours from time to time, and a first, second and third
10 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
11 time to time. PLAINTIFFS and other AGGRIEVED EMPLOYEES were also not provided
12 with one hour wages in lieu thereof. Additionally, the applicable California Wage Order
13 requires employers to provide employees with off-duty rest periods, which the California
14 Supreme Court defined as time during which an employee is relieved from all work related
15 duties and free from employer control. In so doing, the Court held that the requirement under
16 California law that employers authorize and permit all employees to take rest period means that
17 employers must relieve employees of all duties and relinquish control over how employees
18 spend their time which includes control over the locations where employees may take their rest
19 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
20 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFFS and
21 other AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
22 DEFENDANT's rule which stated PLAINTIFFS and other AGGRIEVED EMPLOYEES could
23 not leave the work premises during their rest period. As a result of PLAINTIFFS being required
24 to be present on the premises, they were from time to time required by DEFENDANT to work
25 during what should of been their off duty rest period.

26 21. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
27 PLAINTIFFS and other AGGRIEVED EMPLOYEES for the actual amount of time these
28 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,

1 DEFENDANT is required to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES for all
2 time worked, meaning the time during which an employee was subject to the control of an
3 employer, including all the time the employee was permitted or suffered to permit this work.
4 DEFENDANT required these employees to work off the clock without paying them for all the
5 time they were under DEFENDANT's control. Specifically, PLAINTIFFS worked through their
6 various meal and rest breaks as they were often interrupted by clients and their immediate needs.
7 This work also was done off-the-clock. As such, DEFENDANT knew or should have known
8 that PLAINTIFFS and the other AGGRIEVED EMPLOYEES were under compensated for all
9 time worked. PLAINTIFFS and other AGGRIEVED EMPLOYEES also worked off the clock
10 with respect to time spent undergoing mandatory drug testing or any other testing and/or
11 examination required as a condition of employment. As a result, PLAINTIFFS and other
12 AGGRIEVED EMPLOYEES forfeited time worked by working without their time being
13 accurately recorded and without compensation at the applicable minimum wage and overtime
14 wage rates. To the extent that the time worked off the clock did not qualify for overtime
15 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-the-
16 clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

17 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
18 PLAINTIFFS and the other AGGRIEVED EMPLOYEES for required business expenses
19 incurred by PLAINTIFFS and other AGGRIEVED EMPLOYEES in direct consequence of
20 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
21 2802, employers are required to indemnify employees for all expenses incurred in the course
22 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
23 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
24 employee in direct consequence of the discharge of his or her duties, or of his or her
25 obedience to the directions of the employer, even though unlawful, unless the employee, at
26 the time of obeying the directions, believed them to be unlawful."

27 23. In the course of their employment PLAINTIFFS and other AGGRIEVED
28 EMPLOYEES as a business expense, were required by DEFENDANT to use their own

1 personal cellular phones and home offices as a result of and in furtherance of their job duties
2 as employees for DEFENDANT but were not reimbursed or indemnified by DEFENDANT
3 for the cost associated with the use of their personal cellular phones and their home offices
4 for DEFENDANT's benefit. As a result, in the course of their employment with
5 DEFENDANT, PLAINTIFFS and other AGGRIEVED EMPLOYEES incurred
6 unreimbursed business expenses which included, but were not limited to, costs related to the
7 use of their personal cellular phones and home offices all on behalf of and for the benefit of
8 DEFENDANT.

9 24. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
10 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which
11 failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code
12 § 226 provides that every employer shall furnish each of his or her employees with an
13 accurate itemized wage statement in writing showing, among other things, gross wages
14 earned and all applicable hourly rates in effect during the pay period and the corresponding
15 amount of time worked at each hourly rate. PLAINTIFFS and other AGGRIEVED
16 EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all
17 applicable hourly rates during the pay period and the total hours worked, and the applicable
18 pay period in which the wages were earned pursuant to California Labor Code Section
19 226(a). The wage statements DEFENDANT provided to PLAINTIFFS and other
20 AGGRIEVED EMPLOYEES failed to identify such information in violation of Cal. Lab.
21 Code Section 226(a)(2). More specifically, the wage statements failed to identify the
22 accurate total hours worked each pay period. When the hours shown on the wage statements
23 were added up, they did not equal the actual total hours worked during the pay period.
24 Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to
25 PLAINTIFFS an itemized wage statement that lists all the requirements under California
26 Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFFS
27 and the other AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab.
28 Code § 226.

1 25. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
2 to collect or receive from an employee any part of wages theretofore paid by said employer
3 to said employee." DEFENDANT fails to pay all compensation due to PLAINTIFFS and
4 other AGGRIEVED EMPLOYEES, makes unlawful deductions from compensation payable
5 to PLAINTIFFS and other AGGRIEVED EMPLOYEES, fails to disclose all aspects of the
6 deductions from compensation payable to PLAINTIFFS and other AGGRIEVED
7 EMPLOYEES, and thereby fails to pay these employees all wages due at each applicable
8 pay period and upon termination.

9 26. Cal. Lab. Code § 204 provides that "[a]ll wages. . . earned by any person in any
10 employment are due and payable twice during each calendar month, on days designated in
11 advance by the employer as the regular paydays." Further, Cal. Lab. Code § 204(d) expressly
12 requires employers to pay employees all wages owed within seven (7) days of the close of
13 the payroll period. DEFENDANT from time to time failed to pay PLAINTIFFS and other
14 AGGRIEVED EMPLOYEES all wages owed to them within seven (7) days of the close of
15 the payroll period.

16 27. 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 PLAINTIFFS 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 28. By reason of this conduct applicable to PLAINTIFFS 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 PLAINTIFFS
28 and other AGGRIEVED EMPLOYEES. The proper recording of these employees' missed

1 meal and rest breaks is the DEFENDANT's burden. As a result of DEFENDANT's
2 intentional disregard of the obligation to meet this burden, DEFENDANT failed to properly
3 calculate 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 29. All of the conduct and violations alleged herein occurred during the PAGA
7 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
8 PLAINTIFFS during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations
9 that affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
10 2018 AJDAR 12157 (Certified for Publication 12/19/18).

11 **JURISDICTION AND VENUE**

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

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

21 **FIRST CAUSE OF ACTION**

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

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

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

25 32. PLAINTIFFS reallege and incorporate by this reference, as though fully set
26 forth herein, the prior paragraphs of this Complaint.

27 33. PAGA is a mechanism by which the State of California itself can enforce state
28

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

10 34. PLAINTIFFS, and such persons that may be added from time to time who
11 satisfy the requirements and exhaust the administrative procedures under the Private
12 Attorney General Act, bring this Representative Action on behalf of the State of California
13 with respect to themselves and all individuals who are or previously were employed by
14 DEFENDANT in California and who were classified as non-exempt employees
15 ("AGGRIEVED EMPLOYEES") during the time period of June 25, 2020 until a date as
16 determined by the Court (the "PAGA PERIOD").

17 35. On June 25, 2021, PLAINTIFFS gave written notice by electronic mail to the
18 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
19 employer of the specific provisions of this code alleged to have been violated as required by
20 Labor Code § 2699.3. The statutory waiting period for PLAINTIFFS to add these
21 allegations to the Complaint has expired. As a result, pursuant to Section 2699.3,
22 PLAINTIFFS may now commence a representative civil action under PAGA pursuant to
23 Section 2699 as the proxies of the State of California with respect to all AGGRIEVED
24 EMPLOYEES as herein defined.

25 36. The policies, acts and practices heretofore described were and are an unlawful
26 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
27 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
28 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,

1 (d) failed to pay overtime and sick pay wages, (e) failed to reimburse employees for required
2 expenses, and (f) failed to provide wages when due, all in violation of the applicable Labor
3 Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7,
4 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
5 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
6 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFFS
7 hereby seek recovery of only civil penalties as prescribed by the Labor Code Private
8 Attorney General Act of 2004 as the representatives of the State of California for the illegal
9 conduct perpetrated on PLAINTIFFS and the other AGGRIEVED EMPLOYEES.

10
11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
13 severally, as follows:

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

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

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

20 Dated: October 20, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
21 LLP

22
23 By: /s/ Norman Blumenthal
24 Norman B. Blumenthal
25 Attorneys for Plaintiffs
26

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