

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

21CV388268

Case No. _____

EDGAR CARBAJAL, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

DIESEL DIRECT WEST, LLC, a California
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

**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 Edgar Carbajal (“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 Diesel Direct West, LLC
8 (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties for himself, and
9 on behalf of all current and former aggrieved employees that worked for DEFENDANT.
10 PLAINTIFF does not seek to recover anything other than penalties as permitted by
11 California Labor Code § 2699. To the extent that statutory violations are mentioned for wage
12 violations, PLAINTIFF does not seek underlying general and/or special damages for those
13 violations, but simply the 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 4. Defendant Diesel Direct West, LLC (“DEFENDANT”) is a California Limited
24 Liability Company that at all relevant times mentioned herein conducted and continues to
25 conduct substantial business in the state of California.

26 5. DEFENDANT provides on-site fuel to truck fleets and various other clients.

27 6. PLAINTIFF was employed by DEFENDANT in California from February of
28

1 2019 until April of 2021 and was at all times classified by DEFENDANT as a non-exempt
2 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
3 payment of 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
7 himself and all individuals who are or previously were employed by DEFENDANT in
8 California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during
9 the time period of June 25, 2020 until a date as determined by the Court (the "PAGA
10 PERIOD").

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

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

28 10. The agents, servants and/or employees of the Defendants and each of them acting

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

8 9 **THE CONDUCT**

10 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
11 required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all their time worked,
12 meaning the time during which an employee is subject to the control of an employer, including
13 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
14 and other AGGRIEVED EMPLOYEES to work without paying them for all the time they were
15 under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work
16 while clocked out during what was supposed to be PLAINTIFF's off-duty meal break.
17 PLAINTIFF was from time to time interrupted by work assignments while clocked out for what
18 should have been PLAINTIFF's off-duty meal break. PLAINTIFF and other AGGRIEVED
19 EMPLOYEES also worked off the clock with respect to time spent undergoing mandatory drug
20 testing or any other testing and/or examination required as a condition of employment.
21 DEFENDANT, as a matter of established company policy and procedure, administered a
22 uniform practice of rounding the actual time worked and recorded by PLAINTIFF and other
23 AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course
24 of their employment, PLAINTIFF and other AGGRIEVED EMPLOYEES were paid less than
25 they would have been paid had they been paid for actual recorded time rather than "rounded"
26 time. DEFENDANT's policy and practice not to pay PLAINTIFF and other AGGRIEVED
27 EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records. As a
28 result, DEFENDANT failed to pay PLAINTIFF and other AGGRIEVED EMPLOYEES the

1 proper minimum and overtime wages.

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

6 13. The second component of PLAINTIFF’s and other AGGRIEVED EMPLOYEES’
7 compensation was DEFENDANT’s non-discretionary incentive program that paid PLAINTIFF
8 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
9 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
10 hourly basis with incentive compensation when the employees met the various performance
11 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
12 overtime and meal and rest break premiums to PLAINTIFF and other AGGRIEVED
13 EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the
14 employees’ “regular rate of pay” for purposes of calculating overtime and meal and rest break
15 premium pay. As a matter of law, the incentive compensation received by PLAINTIFF and
16 other AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure
17 to do so has resulted in an underpayment of overtime compensation and meal and rest break
18 premium pay to PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANT.

19 14. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
20 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
21 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-
22 discretionary remuneration, including but not limited to, incentives, shift differential pay, and
23 bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick pay
24 to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates of pay.

25 15. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for non-exempt
26 employees be calculated by dividing the employee’s total wages, not including overtime
27 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days
28 of employment.

1 16. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
2 the regular rate of pay. PLAINTIFF and other AGGRIEVED EMPLOYEES routinely earned
3 non-discretionary incentive wages, including but not limited to, incentives, shift differential pay,
4 and bonuses, which increased their regular rate of pay. However, when sick pay was paid, it was
5 paid at the base rate of pay for PLAINTIFF and other AGGRIEVED EMPLOYEES, as opposed
6 to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

7 17. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and
8 other AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
9 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and believes
10 and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that
11 PLAINTIFF and other AGGRIEVED EMPLOYEES whose employment has separated are
12 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

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

20 19. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
21 to collect or receive from an employee any part of wages theretofore paid by said employer to
22 said employee.” DEFENDANT failed to pay all compensation due to PLAINTIFF and other
23 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
24 PLAINTIFF and other AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
25 deductions from compensation payable to PLAINTIFF and other AGGRIEVED EMPLOYEES,
26 and thereby failed to pay these employees all wages due at each applicable pay period and upon
27 termination.

28 20. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED

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

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

1 not leave the work premises during their rest period. As a result of PLAINTIFF being required
2 to be present on the premises he was from time to time required by DEFENDANT to work
3 during what should of been his off duty rest period.

4 22. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
5 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
6 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
7 DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all
8 time worked, meaning the time during which an employee was subject to the control of an
9 employer, including all the time the employee was permitted or suffered to permit this work.
10 DEFENDANT required these employees to work off the clock without paying them for all the
11 time they were under DEFENDANT's control. Specifically, PLAINTIFF worked through his
12 various meal and rest breaks as he was often interrupted by clients and their immediate needs. This
13 work also was done off-the-clock. As such, DEFENDANT knew or should have known that
14 PLAINTIFF and other AGGRIEVED EMPLOYEES were under compensated for all time
15 worked. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited time
16 worked by working without their time being accurately recorded and without compensation at
17 the applicable minimum wage and overtime wage rates. To the extent that the time worked off
18 the clock did not qualify for overtime premium payment, DEFENDANT failed to pay minimum
19 wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and
20 1197.1.

21 23. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
22 PLAINTIFF and other AGGRIEVED EMPLOYEES for required business expenses
23 incurred by PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
24 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
25 2802, employers are required to indemnify employees for all expenses incurred in the course
26 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
27 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
28 employee in direct consequence of the discharge of his or her duties, or of his or her

1 obedience to the directions of the employer, even though unlawful, unless the employee, at
2 the time of obeying the directions, believed them to be unlawful."

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

12 25. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
13 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which
14 failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code
15 § 226 provides that every employer shall furnish each of his or her employees with an
16 accurate itemized wage statement in writing showing, among other things, gross wages
17 earned and all applicable hourly rates in effect during the pay period and the corresponding
18 amount of time worked at each hourly rate. PLAINTIFF and other AGGRIEVED
19 EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all
20 applicable hourly rates during the pay period and the total hours worked, and the applicable
21 pay period in which the wages were earned pursuant to California Labor Code Section
22 226(a)(2). The wage statements DEFENDANT provided to PLAINTIFF and other
23 AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the
24 wage statements failed to identify the accurate total hours worked each pay period. When
25 the hours shown on the wage statements were added up, they did not equal the actual total
26 hours worked during the pay period. Additionally, DEFENDANT violated Section
27 226(a)(9) by failing to identify the correct rates of pay and number of hours worked,
28 including but not limited to for the "Double Time." Further, DEFENDANT violated Cal.

1 Lab. Code Section 226 (a)(8) by failing to list the correct legal entity that was the employer
2 of PLAINTIFF and other AGGRIEVED EMPLOYEES. Aside, from the violations listed
3 above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage
4 statement that lists all the requirements under California Labor Code 226 *et seq.* As a result,
5 DEFENDANT from time to time provided PLAINTIFF and the other AGGRIEVED
6 EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

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

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

25 28. 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
28

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

3 **JURISDICTION AND VENUE**

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

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

12 **FIRST CAUSE OF ACTION**

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

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

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

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

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

1 33. 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 himself and all individuals who are or previously were employed by
5 DEFENDANT in California and classified as non-exempt employees ("AGGRIEVED
6 EMPLOYEES") during the time period of June 25, 2020 until a date as determined by the
7 Court (the "PAGA PERIOD").

8 34. On June 25, 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 35. 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 wages and sick pay wages, (e) failed to reimburse employees for
20 required expenses, and (f) failed to provide wages when due, all in violation of the
21 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221,
22 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802,
23 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
24 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 Labor Code Private Attorney General Act of 2004 as the representative of the State of

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

1 California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED
2 EMPLOYEES.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
5 severally, as follows:

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

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

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

12
13 Dated: October 15, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
14 LLP

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