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Assigned for all Purposes

Judge William Claster

CX-104

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

KRISTINE ALONSO, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

ARTHUR J. GALLAGHER SERVICE
COMPANY, a Corporation; GALLAGHER
BASSETT SERVICES, INC., a Corporation;
ARTHUR J. GALLAGHER & CO.
(ILLINOIS), a Corporation; ARTHUR J.
GALLAGHER & CO. INSURANCE
BROKERS OF CALIFORNIA, INC., a
Corporation; ARTHUR J. GALLAGHER
RISK MANAGEMENT SERVICES, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **30-2021-01230787-CU-OE-CXC**

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 Kristine Alonso (“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 Defendants Arthur J. Gallagher Service
8 Company, Gallagher Bassett Services, Inc., Arthur J. Gallagher & Co. (Illinois), Arthur J.
9 Gallagher & Co. Insurance Brokers of California, Inc., Arthur J. Gallagher Risk Management
10 Services, Inc. (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties
11 for herself, and on behalf of all current and former aggrieved employees that worked for
12 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
13 **permitted by California Labor Code § 2699.** To the extent that statutory violations are
14 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
15 damages for those violations, but simply the civil penalties permitted by California Labor Code
16 § 2699.

17 2. California has enacted the PAGA to permit an individual to bring an action on
18 behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
19 nature of this action.

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

25 **THE PARTIES**

26 4. Defendant Arthur J. Gallagher Service Company is a corporation that at all
27 relevant times mentioned herein conducted and continues to conduct substantial business in the
28

1 state of California.

2 5. Defendant Gallagher Bassett Services, Inc. is a corporation that at all relevant
3 times mentioned herein conducted and continues to conduct substantial business in the state of
4 California.

5 6. Defendant Arthur J. Gallagher & Co. (Illinois) is a corporation that at all relevant
6 times mentioned herein conducted and continues to conduct substantial business in the state of
7 California.

8 7. Defendant Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. is a
9 corporation that at all relevant times mentioned herein conducted and continues to conduct
10 substantial business in the state of California.

11 8. Defendant Arthur J. Gallagher Risk Management Services, Inc. Is a corporation
12 that at all relevant times mentioned herein conducted and continues to conduct substantial
13 business in the state of California.

14 9. Defendants Arthur J. Gallagher Service Company, Gallagher Bassett Services,
15 Inc., Arthur J. Gallagher & Co. (Illinois), Arthur J. Gallagher & Co. Insurance Brokers of
16 California, Inc., Arthur J. Gallagher Risk Management Services, Inc. were the joint employers
17 of PLAINTIFF as evidenced by paycheck and by the company PLAINTIFF performed work for
18 respectively, and are therefore jointly responsible as employers for the conduct alleged herein,
19 and are therefore collectively referred to herein as "DEFENDANT."

20 10. DEFENDANT is an American global insurance brokerage and risk management
21 services firm.

22 11. PLAINTIFF was employed by DEFENDANT from October of 2013 to April of
23 2021 and was at all times classified by DEFENDANT as a non-exempt employee, paid on an
24 hourly basis, and entitled to the legally required meal and rest periods and payment of minimum
25 and overtime wages due for all time worked.

26 12. PLAINTIFF, and such persons that may be added from time to time who satisfy
27 the requirements and exhaust the administrative procedures under the Private Attorney General
28 Act, brings this Representative Action on behalf of the State of California with respect to herself

1 and all individuals who are or previously were employed by Arthur J. Gallagher Service
2 Company and/or Gallagher Bassett Services, Inc. and/or Arthur J. Gallagher & Co. (Illinois)
3 and/or Arthur J. Gallagher & Co. Insurance Brokers of California, Inc and/or Arthur J.
4 Gallagher Risk Management Services, Inc. in California and classified as non-exempt
5 employees ("AGGRIEVED EMPLOYEES") during the time period of June 3, 2020 until a date
6 as determined by the Court (the "PAGA PERIOD").

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

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

24 15. The agents, servants and/or employees of the Defendants and each of them acting
25 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
26 agent, servant and/or employee of the Defendants, and personally participated in the conduct
27 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
28 Consequently, the acts of each Defendant are legally attributable to the other Defendants and

1 all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED
2 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
3 agents, servants and/or employees.

4 5 **THE CONDUCT**

6 16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is
7 required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all their time worked,
8 meaning the time during which an employee is subject to the control of an employer, including
9 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
10 and other AGGRIEVED EMPLOYEES to work from time to time while they were clocked out
11 for what was supposed to be their off duty meal break. DEFENDANT required PLAINTIFF
12 and other AGGRIEVED EMPLOYEES to work off the clock without paying them for all the
13 time they performed duties while on their meal break, specifically by failing to provide enough
14 labor hours to accomplish all the job tasks that DEFENDANT expected PLAINTIFF and other
15 AGGRIEVED EMPLOYEES to complete on a daily and/or weekly basis. Additionally,
16 DEFENDANT engaged in the practice of requiring PLAINTIFF and other AGGRIEVED
17 EMPLOYEES to perform work off the clock in that DEFENDANT, as a condition of
18 employment, required these employees to wait in line and submit to mandatory temperature
19 checks for COVID-19 screening prior to clocking into DEFENDANT's timekeeping system for
20 the workday. PLAINTIFF and other AGGRIEVED EMPLOYEES also worked off the clock
21 with respect to time spent undergoing mandatory drug testing or any other testing and/or
22 examination required as a condition of employment. Further, PLAINTIFF and other
23 AGGRIEVED EMPLOYEES from time to time were not paid wages for all time worked,
24 including overtime wages, such that in the aggregate employees were underpaid wages as a
25 result of DEFENDANT's pattern and practice of unevenly rounding time worked by its
26 employees. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited
27 minimum wage and overtime compensation by from time to time working without their time
28 being accurately recorded and without compensation at the applicable minimum wage and

1 overtime rates. DEFENDANT's policy and practice not to pay PLAINTIFF and other
2 AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANT's business
3 records.

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

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

1 employers must relieve employees of all duties and relinquish control over how employees
2 spend their time which includes control over the locations where employees may take their rest
3 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
4 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and
5 other AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on
6 DEFENDANT's rule which states PLAINTIFF and other AGGRIEVED EMPLOYEES cannot
7 leave the work premises during their rest period.

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

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

27 21. DEFENDANT also failed to provide PLAINTIFF and the other AGGRIEVED
28 EMPLOYEES with complete and accurate wage statements which failed to show, among other

1 things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every
2 employer shall furnish each of his or her employees with an accurate itemized wage statement
3 in writing showing, among other things, gross wages earned and all applicable hourly rates in
4 effect during the pay period and the corresponding amount of time worked at each hourly rate.
5 In addition, DEFENDANT violated Cal Lab. Code Section 226(a)(8) by failing to list the correct
6 name of the legal entity that employed PLAINTIFF and other AGGRIEVED EMPLOYEES.
7 Aside, from the violations listed above, DEFENDANT failed to issue to PLAINTIFF an
8 itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*
9 As a result, DEFENDANT from time to time provided PLAINTIFF and the other AGGRIEVED
10 EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

11 22. Cal. Lab. Code § 204 provides that “[a]ll wages. . . earned by any person in any
12 employment are due and payable twice during each calendar month, on days designated in
13 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(a) expressly
14 requires employers to pay employees all wages owed within eleven (11) days of the close of the
15 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
16 AGGRIEVED EMPLOYEES all wages owed to them within eleven (11) days of the close of
17 the payroll period, including but not limited to for the “Straight Time Pay Retro” and “Hourly
18 Pay Retro” wage payments.

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

27 24. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
28 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.

1 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-
2 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
3 underpaid sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates
4 of pay.

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

9 26. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
10 the regular rate of pay. PLAINTIFF and AGGRIEVED EMPLOYEES routinely earned non-
11 discretionary incentive wages which increased their regular rate of pay. However, when sick pay
12 was paid, it was paid at the base rate of pay for PLAINTIFF and AGGRIEVED EMPLOYEES,
13 as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section
14 246.

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

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

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

3 29. In the course of their employment PLAINTIFF and other AGGRIEVED
4 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
5 cellular phones and personal vehicles as a result of and in furtherance of their job duties as
6 employees for DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the
7 cost associated with the use of their personal cellular phones and personal home offices for
8 DEFENDANT's benefit. Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES
9 were required by DEFENDANT to use their personal cellular phones to respond to managers
10 while off the clock (which also results in minimum wage and overtime violations). As a result,
11 in the course of their employment with DEFENDANT, PLAINTIFF and other AGGRIEVED
12 EMPLOYEES incurred unreimbursed business expenses which included, but were not limited
13 to, costs related to the use of their personal cellular phones and home offices all on behalf of
14 and for the benefit of DEFENDANT.

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

24 31. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
25 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which fails
26 to accurately calculate and record all missed meal and rest periods and failed to pay all
27 minimum and overtime wages due to PLAINTIFF and other AGGRIEVED EMPLOYEES. The
28 proper recording of these employees' missed meal and rest breaks is the DEFENDANT's

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

5 32. All of the conduct and violations alleged herein occurred during the PAGA
6 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
7 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
8 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018.

9
10 **JURISDICTION AND VENUE**

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

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

19
20 **FIRST CAUSE OF ACTION**

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

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

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

24 35. PLAINTIFF realleges and incorporates by this reference, as though fully set
25 forth herein, the prior paragraphs of this Complaint.

26 36. PAGA is a mechanism by which the State of California itself can enforce state
27 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
28 the state's labor law enforcement agencies. An action to recover civil penalties under

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

8 37. PLAINTIFF, and such persons that may be added from time to time who
9 satisfy the requirements and exhaust the administrative procedures under the Private
10 Attorney General Act, brings this Representative Action on behalf of the State of California
11 with respect to herself and all individuals who are or previously were employed by
12 Arthur J. Gallagher Service Company and/or Gallagher Bassett Services, Inc. and/or Arthur
13 J. Gallagher & Co. (Illinois) and/or Arthur J. Gallagher & Co. Insurance Brokers of
14 California, Inc and/or Arthur J. Gallagher Risk Management Services, Inc. in California and
15 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
16 AGGRIEVED EMPLOYEES of June 3, 2020 until a date as determined by the Court (the
17 "PAGA PERIOD").

18 38. On June 3, 2021, PLAINTIFF gave written notice by electronic mail to the
19 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
20 employer of the specific provisions of this code alleged to have been violated as required by
21 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
22 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
23 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
24 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

25 39. The policies, acts and practices heretofore described were and are an unlawful
26 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF 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 wages and sick pay wages, (e) failed to reimburse employees for
2 required expenses, and (f) failed to pay wages when due, all in violation of the applicable
3 Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a),
4 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code
5 of 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 PLAINTIFF
7 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
8 Attorney General Act of 2004 as the representative of the State of California for the illegal
9 conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

10 **PRAYER FOR RELIEF**

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

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

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

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

19
20 Dated: November 8, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
21 LLP

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

25
26
27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).