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

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

14 SIERRA STEELE, on behalf of the State of
15 California, as a private attorney general,

16 Plaintiff,

17 vs.

18 LEGOLAND CALIFORNIA, LLC, a Limited
19 Liability Company; and DOES 1 through 50,
20 inclusive,

21 Defendants.

Case No. 37-2021-00053132-CU-OE-CTL

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)

1 Plaintiff Sierra Steele (“PLAINTIFF”) on behalf of the people of the State of California
2 and as an “aggrieved employee” acting as a private attorney general under the Labor Code
3 Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information
4 and belief, except for her own acts and knowledge which are based on personal knowledge, the
5 following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendant Legoland California, LLC
8 (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties for herself, 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 herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
16 nature of this action.

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

22 **THE PARTIES**

23
24
25 4. Defendant Legoland California, LLC (“DEFENDANT”) is a limited liability
26 company that at all relevant times mentioned herein conducted and continues to conduct
27 substantial business in the state of California.

28 5. DEFENDANT owns and operates leisure facilities. The Company offers visitor

1 attractions, theme parks featuring hotels, water parks, spas, holiday villages, conference venues,
2 and golf courses.

3 6. PLAINTIFF has been employed by DEFENDANT in California since March of
4 2019 and has been at all times classified by DEFENDANT as a non-exempt employee, paid on
5 an hourly basis, and entitled to the legally required meal and rest periods and payment of
6 minimum and overtime wages due for all time worked.

7 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
8 the requirements and exhaust the administrative procedures under the Private Attorney General
9 Act, brings this Representative Action on behalf of the State of California with respect to herself
10 and all individuals who are or previously were employed by DEFENDANT in California and
11 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period
12 of July 23, 2020 until a date as determined by the Court (the "PAGA PERIOD").

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

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

1 caused the injuries and damages hereinafter alleged.

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

11 THE CONDUCT

12 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
13 required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all their time worked,
14 meaning the time during which an employee is subject to the control of an employer, including
15 all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF
16 and other AGGRIEVED EMPLOYEES to work without paying them for all the time they are
17 under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to
18 work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break.
19 PLAINTIFF is from time to time interrupted by work assignments while clocked out for what
20 should be PLAINTIFF's off-duty meal break. PLAINTIFF and other AGGRIEVED
21 EMPLOYEES also worked off the clock with respect to time spent undergoing mandatory drug
22 testing or any other testing and/or examination required as a condition of employment.
23 DEFENDANT, as a matter of established company policy and procedure, administers a uniform
24 practice of rounding the actual time worked and recorded by PLAINTIFF and other
25 AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course
26 of their employment, PLAINTIFF and other AGGRIEVED EMPLOYEES are paid less than
27 they would have been paid had they been paid for actual recorded time rather than "rounded"
28 time. Additionally, during the PAGA PERIOD, DEFENDANT engages in the practice of

1 requiring PLAINTIFF and other AGGRIEVED EMPLOYEES to perform work off the clock
2 after clocking out of DEFENDANT's timekeeping system, in that DEFENDANT, as a condition
3 of employment, requires these employees to wait for and submit to loss prevention inspections,
4 waiting in line in order to pass through DEFENDANT's security checkpoints before clocking
5 into DEFENDANT's timekeeping system at the beginning of each scheduled shift for which
6 DEFENDANT does not provide compensation for time spent waiting for and submitting to
7 DEFENDANT's loss prevention inspections off the clock. Additionally, DEFENDANT
8 requires PLAINTIFF and other AGGRIEVED EMPLOYEES to wait in line and submit to
9 mandatory temperature checks for COVID-19 screening prior to passing through
10 DEFENDANT's security checkpoint and prior to clocking into DEFENDANT's timekeeping
11 system for the workday. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES
12 forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working
13 without their time being correctly recorded and without compensation at the applicable rates.
14 DEFENDANT's policy and practice not to pay PLAINTIFF and other AGGRIEVED
15 EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

16 12. State law provides that employees must be paid overtime and meal and rest break
17 premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and other
18 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied
19 to specific elements of an employee's performance.

20 13. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
21 compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFF
22 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
23 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
24 hourly basis with incentive compensation when the employees met the various performance
25 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
26 overtime and meal and rest break premiums to PLAINTIFF and other AGGRIEVED
27 EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the
28 employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest

1 break premium pay. Management and supervisors described the incentive program to potential
2 and new employees as part of the compensation package. As a matter of law, the incentive
3 compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be
4 included in the “regular rate of pay.” The failure to do so has resulted in a underpayment of
5 overtime compensation and meal and rest break premiums to PLAINTIFF and other
6 AGGRIEVED EMPLOYEES by DEFENDANT.

7 14. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED
8 EMPLOYEES are from time to time unable to take thirty (30) minute off duty meal breaks and
9 are not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED
10 EMPLOYEES are required from time to time to perform work as ordered by DEFENDANT for
11 more than five (5) hours during some shifts without receiving a meal break. Further,
12 DEFENDANT from time to time fails to provide PLAINTIFF and other AGGRIEVED
13 EMPLOYEES with a second off-duty meal period for some workdays in which these employees
14 are required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engaged
15 in the practice of rounding the meal period times to avoid paying penalties to PLAINTIFF and
16 other AGGRIEVED EMPLOYEES. PLAINTIFF and other AGGRIEVED EMPLOYEES
17 therefore forfeit meal breaks without additional compensation and in accordance with
18 DEFENDANT’s corporate policy and practice.

19 15. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
20 are also required from time to time to work in excess of four (4) hours without being provided
21 ten (10) minute rest periods. Further, these employees are denied their first rest periods of at
22 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
23 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
24 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
25 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
26 PLAINTIFF and other AGGRIEVED EMPLOYEES are also not provided with one hour wages
27 in lieu thereof. In addition, DEFENDANT failed to compensate PLAINTIFF and other
28 AGGRIEVED EMPLOYEES for their rest periods as required by the applicable Wage Order

1 and Labor Code. DEFENDANT did not have a policy or practice which paid for off-duty rest
2 periods to PLAINTIFF and the other AGGRIEVED EMPLOYEES. As a result,
3 DEFENDANT's failure to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with all
4 the legally required paid rest periods is evidenced by DEFENDANT's business records.
5 Additionally, the applicable California Wage Order requires employers to provide employees
6 with off-duty rest periods, which the California Supreme Court defined as time during which
7 an employee is relieved from all work related duties and free from employer control. In so
8 doing, the Court held that the requirement under California law that employers authorize and
9 permit all employees to take rest periods means that employers must relieve employees of all
10 duties and relinquish control over how employees spend their time which includes control over
11 the locations where employees may take their rest period. Employers cannot impose controls
12 that prohibit an employee from taking a brief walk - five minutes out, five minutes back. Here,
13 DEFENDANT's policy restricts PLAINTIFF and other AGGRIEVED EMPLOYEES from
14 unconstrained walks and is unlawful based on DEFENDANT's rule which states PLAINTIFF
15 and other AGGRIEVED EMPLOYEES cannot leave the work premises during their rest period.

16 16. During the PAGA PERIOD, DEFENDANT fails to accurately record and pay
17 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
18 employees work. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
19 is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked,
20 meaning the time during which an employee was subject to the control of an employer,
21 including all the time the employee was permitted or suffered to permit this work.
22 DEFENDANT requires these employees to work off the clock without paying them for all the
23 time they are under DEFENDANT's control. As such, DEFENDANT knew or should have
24 known that PLAINTIFF and other AGGRIEVED EMPLOYEES are under compensated for all
25 time worked. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeit time
26 worked by working without their time being accurately recorded and without compensation at
27 the applicable minimum wage and overtime wage rates. To the extent that the time worked off
28 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay minimum

1 wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and
2 1197.1.

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

21 18. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
22 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
23 wages are paid not more than seven calendar days following the close of the payroll period.
24 Cal. Lab. Code § 210 provides:

25 [I]n addition to, and entirely independent and apart from, any other penalty provided in
26 this article, every person who fails to pay the wages of each employee as provided in
27 Sections. . . 204. . shall be subject to a civil penalty as follows: (1) For any initial
28 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
for each failure to pay each employee, plus 25 percent of the amount unlawfully
withheld.

1 19. DEFENDANT from time to time fails to pay PLAINTIFF and other
2 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
3 accordance with Cal. Lab. Code § 204(d).

4 20. DEFENDANT underpays sick pay wages to PLAINTIFF and other AGGRIEVED
5 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
6 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-
7 discretionary remuneration, including but not limited to, incentives, shift differential pay, and
8 bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay
9 to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates of pay.

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

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

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

26 24. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
27 to collect or receive from an employee any part of wages theretofore paid by said employer to
28 said employee." DEFENDANT fails to pay all compensation due to PLAINTIFF and other

1 AGGRIEVED EMPLOYEES, makes unlawful deductions from compensation payable to
2 PLAINTIFF and other AGGRIEVED EMPLOYEES, fails to disclose all aspects of the
3 deductions from compensation payable to PLAINTIFF and other AGGRIEVED EMPLOYEES,
4 and thereby fails to pay these employees all wages due at each applicable pay period and upon
5 termination.

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

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

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

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

3
4 **JURISDICTION AND VENUE**

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

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

13 **FIRST CAUSE OF ACTION**

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

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

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

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

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

1 32. PLAINTIFF, and such persons that may be added from time to time who satisfy
2 the requirements and exhaust the administrative procedures under the Private Attorney General
3 Act, brings this Representative Action on behalf of the State of California with respect to herself
4 and all individuals who are or previously were employed by DEFENDANT in California and
5 classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time period
6 of July 23, 2020 until a date as determined by the Court (the "PAGA PERIOD").

7 33. On July 23, 2021, PLAINTIFF gave written notice by electronic mail to the Labor
8 and Workforce Development Agency (the "Agency") and by certified mail to the employer of
9 the specific provisions of this code alleged to have been violated as required by Labor Code §
10 2699.3. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint
11 has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a
12 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
13 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

14 34. The policies, acts and practices heretofore described were and are an unlawful
15 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other
16 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
17 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed
18 to pay overtime wages and sick pay wages and (e) failed to reimburse employees for required
19 expenses, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201,
20 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197,
21 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-
22 (B), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of
23 such conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
24 Labor Code Private Attorney General Act of 2004 as the representative of the State of
25 California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED
26 EMPLOYEES.

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

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
3 severally, as follows:

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

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

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

10 Dated: December 20, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
11

12 By: /s/ Norman Blumenthal
13 Norman B. Blumenthal
14 Attorneys for Plaintiff
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