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ALAMEDA COUNTY

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CLERK OF
THE SUPERIOR COURT
By Cheryl Clark, Deputy

CASE NUMBER:

RG21113650

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SUPERIOR COURT OF CALIFORNIA**COUNTY OF ALAMEDA**

12 CANDICE RIVERA on behalf of the State of
13 California and Aggrieved Employees;

14 *Plaintiff,*

15 v.

16 SNAPMEDTECH, INC. dba SNAPNURSE,
17 INC.;

18 *Defendant.*

Case No.: _____

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

DEMAND FOR JURY TRIAL

28
COMPLAINT FOR PENALTIES PURSUANT TO SECTIONS 2699(a) AND (f) OF THE CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL ACT AND DEMAND FOR JURY TRIAL

Candice Rivera v. SnapMedTech, Inc.

1 Plaintiff Candice Rivera (“Ms. Rivera”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 INTRODUCTION

4 1. Ms. Rivera brings this enforcement action against Defendant SnapMedTech, Inc. *dba*
5 SnapNurse, Inc. (“Defendant”), on behalf of the State of California, to collect statutory penalties as
6 a result of Defendant’s systematic violations of California labor law with respect to Defendant’s non-
7 exempt, hourly workers employed in California (the “Aggrieved Employees”).

8 2. Ms. Rivera and Aggrieved Employees are current and former non-exempt, hourly
9 workers employed by Defendant, including, but not limited to, licensed vocational nurses, certified
10 registered nurse anesthetists, surgical technologists, and other healthcare professionals with similar
11 job duties.¹

12 3. Ms. Rivera is informed, believes, and thereon alleges that Defendant is a provider of
13 medical staffing services. Defendant is a Delaware corporation with a principal place of business
14 located in Atlanta, Georgia. Defendant employs Ms. Rivera and Aggrieved Employees to provide
15 healthcare services to vaccination sites, hospitals, and healthcare facilities across the United States,
16 including in California. Defendant is registered to do business in the State of California and operates
17 extensively in the State.

18 4. Ms. Rivera and Aggrieved Employees bring this action to challenge Defendant’s
19 policies and practices of: (1) failing to compensate Ms. Rivera and Aggrieved Employees for all
20 hours worked; (2) failing to pay Ms. Rivera and Aggrieved Employees all minimum wages owed;
21 (3) failing to pay Ms. Rivera and Aggrieved Employees all overtime wages owed; (4) failing to make
22 available, authorize, and/or permit Ms. Rivera and Aggrieved Employees to take timely and
23 compliant meal and rest periods to which they are entitled by law and failing to make premium
24 payments for those non-compliant meal and rest periods; (5) failing to reimburse Ms. Rivera and
25 Aggrieved Employees for all necessary expenditures incurred in direct consequence of the discharge
26 of their duties; (6) failing to provide Ms. Rivera and Aggrieved Employees accurate, itemized wage

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

1 statements; and (7) failing to timely pay Ms. Rivera and Aggrieved Employees full wages earned
2 during employment and upon separation from employment.

3 5. Defendant fails to compensate Ms. Rivera and Aggrieved Employees for all hours
4 worked. Due to understaffing and overwork, Ms. Rivera and Aggrieved Employees regularly work
5 well beyond their scheduled shifts. This additional work is largely unpaid because Defendant refuses
6 to compensate Ms. Rivera and Aggrieved Employees for work beyond their scheduled shifts. As a
7 result, Defendant fails to pay for all time Ms. Rivera and Aggrieved Employees spend working for
8 Defendant's benefit, even though it should be compensated at minimum wage, overtime, and/or
9 double time under California law.

10 6. Defendant also fails to properly compensate Ms. Rivera and Aggrieved Employees for
11 non-compliant meal and rest periods. Defendant fails to both compensate Ms. Rivera and Aggrieved
12 Employees for the time spent working during missed meal periods and also fails to make premium
13 payments for each missed meal or rest period, as required by law. Ms. Rivera and Aggrieved
14 Employees regularly work ten or more hours a day yet are constantly required to work through both
15 their first and second meal periods.

16 7. Defendant also fails to reimburse Ms. Rivera and Aggrieved Employees for all business
17 expenses incurred while on the job. Ms. Rivera and Aggrieved Employees must purchase their own
18 personal protective equipment ("PPE") and use their personal cellphones for work-related
19 communications and remote or "hotspot" internet access. Defendant fails to reimburse Ms. Rivera
20 and Aggrieved Employees for such "out-of-pocket" business expenses.

21 8. As a result of the above violations, Defendant fails to maintain true and accurate records
22 of the hours Ms. Rivera and Aggrieved Employees actually work, and also fails to pay all wages due
23 during employment and upon separation within the required time period.

24 9. Ms. Rivera, on behalf of the State of California, seeks to recover penalties and
25 reasonable attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California
26 Labor Code Private Attorneys General Act ("PAGA").

1 **PARTIES**

2 10. Ms. Rivera is an individual over the age of eighteen, and at all times mentioned in this
3 Complaint was and is a resident of the State of California.

4 11. The Aggrieved Employees are all current and former non-exempt, hourly employees
5 of Defendant, including, but not limited to, licensed vocational nurses, certified registered nurse
6 anesthetists, surgical technologists, and other healthcare professionals with similar job duties.

7 12. Defendant is a provider of medical staffing services. Defendant is a Delaware
8 corporation with a principal place of business located in Atlanta, Georgia. Defendant employs
9 Aggrieved Employees to provide staffing to hospitals and healthcare facilities across the United
10 States, including in California. Defendant is registered to do business in the State of California and
11 operates extensively in the State.

12 13. Defendant employs Ms. Rivera and Aggrieved Employees, because Defendant, directly
13 or indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work
14 of Ms. Rivera and Aggrieved Employees. Defendant is an “employer” as that term is used in the
15 Labor Code and IWC Wage Orders.

16 14. At all relevant times, Defendant has done business under the laws of California, has
17 had places of business in California, including in this County, and has employed Aggrieved
18 Employees in this County. Defendant is a “person” as defined in Labor Code § 18 and Business and
19 Professions Code § 17201.

20 **JURISDICTION AND VENUE**

21 15. Venue is proper in this County pursuant to Code of Civil Procedure §§ 393(a) and/or
22 395.5. Defendant conducts business and employs Aggrieved Employees in this County, and
23 therefore the liability and the cause or some part of the cause arose in this County.

24 16. This Court has jurisdiction over Ms. Rivera’s claims for penalties pursuant to the
25 PAGA. The Court also has jurisdiction over Defendant because it is a company authorized to do
26 business in the State of California, and because Defendant does in fact do business and employs
27 workers in the State of California.
28

1 **FACTUAL ALLEGATIONS**

2 17. Ms. Rivera worked for Defendant as a non-exempt Crisis Deployment Vaccination
3 Licensed Vocational Nurse at Sonoma Veterans Memorial Hall located in Sonoma, California from
4 January 2021 to June 2021. Defendant paid Ms. Rivera an hourly rate of \$35.00 to \$50.00 an hour.
5 While Ms. Rivera's shifts varied in length, she was typically scheduled to work approximately eight
6 hours per shift, six days a week. Because of understaffing and overwork, Ms. Rivera generally
7 worked ten or more hours a day and sixty or more hours a week.

8 18. Defendant employs Ms. Rivera and Aggrieved Employees to provide nursing and
9 patient care services throughout the State of California.

10 19. Aggrieved Employees work long hours, regularly exceeding eight hours a day and forty
11 hours a week. Aggrieved Employees routinely work approximately ten to twelve hours a day, six
12 shifts a week, for a total of approximately 60 to 72 hours a week. Moreover, Aggrieved Employees
13 sometimes work in excess of twelve hours a day, 72 hours a week.

14 20. Ms. Rivera is informed, believes, and thereon alleges that Defendant employs
15 Aggrieved Employees in a similar manner throughout California, including in Alameda County, and
16 Aggrieved Employees perform work materially similar to Ms. Rivera. Defendant pays Aggrieved
17 Employees, including Ms. Rivera, on an hourly rate basis.

18 21. Ms. Rivera is informed, believes, and thereon alleges that the policies and practices of
19 Defendant have at all relevant times been similar for Ms. Rivera and Aggrieved Employees,
20 regardless of facility or location in California.

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

23 23. At the end of each pay period, Aggrieved Employees receive wages from Defendant
24 that are determined by common systems and methods that Defendant selects and controls.

25 24. Defendant fails to compensate Ms. Rivera and Aggrieved Employees for all hours
26 worked. Due to understaffing and overwork, Defendant regularly requires Ms. Rivera and Aggrieved
27 Employees to work several hours beyond their scheduled shifts.
28

1 25. This additional work is largely performed “off-the-clock” because Defendant fails to
2 compensate Ms. Rivera and Aggrieved Employees for hours worked beyond their scheduled shifts.
3 Defendant has a policy and practice of not crediting hours worked by Ms. Rivera and Aggrieved
4 Employees in excess of their regularly scheduled shifts. As a result, Defendant fails to compensate
5 Ms. Rivera and Aggrieved Employees for all hours worked above and beyond their scheduled
6 shifts—time spent for Defendant’s benefit. Such off-the-clock work should be compensated at
7 minimum wage, overtime, and/or double time under California law.

8 26. Ms. Rivera is informed, believes, and thereon alleges that Defendant institutes a similar
9 policy of not compensating employees for all hours worked beyond scheduled shifts, resulting in
10 thousands of Aggrieved Employees across California performing services for the benefit of
11 Defendant while off-the-clock.

12 27. Ms. Rivera is informed, believes, and thereon alleges that Defendant employs the same
13 policies and practices concerning timekeeping and compensation throughout California.

14 28. As a result of these practices, Defendant denies Ms. Rivera and Aggrieved Employees
15 compensation for all hours worked, including minimum wage and overtime compensation.

16 29. Additionally, Ms. Rivera and Aggrieved Employees are not provided legally compliant
17 meal and rest periods. Defendant’s policies, practices, and procedures require Ms. Rivera and
18 Aggrieved Employees to often skip and/or delay their meal and rest periods yet Defendant does not
19 provide them with premium payments. Ms. Rivera and Aggrieved Employees are often denied meal
20 and rest periods for three reasons: (i) Defendant does not authorize, permit, and/or make available
21 timely meal and rest periods to Ms. Rivera and Aggrieved Employees; (ii) Ms. Rivera and Aggrieved
22 Employees are often too busy with work during the day to have time to take bona fide meal and rest
23 periods; and (iii) Ms. Rivera and Aggrieved Employees are specifically instructed by their
24 supervisors to keep working through their meal and rest periods. In addition, on days that Ms. Rivera
25 and Aggrieved Employees work ten hours or more, they are not provided a second meal period, nor
26 receive premium pay for the missed meal period.

27 30. Despite failing to provide compliant meal periods, Defendant, as a matter of policy and
28 practice, automatically deducts 30-minutes of pay for each meal period regardless of whether Ms.

1 Rivera and Aggrieved Employees did in fact receive a meal period. Defendant prefills Ms. Rivera
2 and Aggrieved Employees' timecards (*i.e.*, before they actually work their shifts), and automatically
3 records a compliant meal period regardless of when the meal period was taken, how long the meal
4 period was, or whether one was even provided.

5 31. Further, on those occasions when Ms. Rivera and Aggrieved Employees attempt to take
6 a meal period, such is often untimely (*i.e.*, after the end of the fifth hour of work) and/or subject to
7 interruptions. Defendant interrupts Ms. Rivera and Aggrieved Employees during meal periods by
8 calling and messaging them on their personal cellphones and ordering them to return to work. As a
9 result, Defendant regularly fails to provide Ms. Rivera and Aggrieved Employees with duty-free,
10 uninterrupted, and timely thirty-minute meal periods by the end of the fifth hour of work, and second
11 meal periods by the end of the tenth hour of work.

12 32. Similarly, Defendant regularly fails to provide Ms. Rivera and Aggrieved Employees
13 with duty-free, uninterrupted, and timely ten-minute rest periods by the end of the fourth hour of
14 work, and again by the end of the eighth hour of work.

15 33. Despite these recurring violations, Defendant does not provide Ms. Rivera and
16 Aggrieved Employees premium pay for missed meal and rest periods.

17 34. Ms. Rivera is informed, believes, and thereon alleges that Ms. Defendant employs the
18 same meal and rest period policies and practices throughout California.

19 35. Defendant also denies Ms. Rivera and Aggrieved Employees proper reimbursement for
20 business expenditures. Due to inadequate supply on the part of Defendant, Ms. Rivera and Aggrieved
21 Employees must regularly purchase their own PPE, including, but not limited to, masks, gloves, face
22 shields, and safety goggles. Defendant also requires Ms. Rivera and Aggrieved Employees to use
23 their personal cellphones for work-related communications and remote (or "hotspot") internet access.
24 Defendant does not reimburse Ms. Rivera and Aggrieved Employees for such expenses, even though
25 they should be fully reimbursed under California law. Defendant's failure to properly reimburse Ms.
26 Rivera and Aggrieved Employees' necessarily incurred business expenses gives rise to violations of
27 Labor Code § 2802.
28

1 36. Ms. Rivera is informed, believes, and thereon alleges that Defendant institutes the same
2 or a substantially similar policy throughout its locations in California that results in hundreds of
3 Aggrieved Employees not being reimbursed for business expenditures incurred for the benefit of
4 Defendant.

5 37. Defendant's common course of wage-and-hour abuse includes routinely failing to
6 maintain true and accurate records of the hours worked by Ms. Rivera and Aggrieved Employees.
7 Defendant fails to record hours that Ms. Rivera and Aggrieved Employees work off-the-clock.

8 38. Defendant's failure to record all hours worked results in Defendant's failure to provide
9 Ms. Rivera and Aggrieved Employees with itemized accurate wage statements as required by
10 California law. Ms. Rivera and Aggrieved Employees receive wage statements that do not reflect all
11 hours worked, including overtime and meal and rest period premiums.

12 39. Further, Defendant does not provide Ms. Rivera and Aggrieved Employees with full
13 payment of all wages owed upon separation from employment. At the time their employment ends,
14 Ms. Rivera and Aggrieved Employees are owed wages for all time worked, including overtime,
15 whether their termination was voluntary or involuntary; yet Defendant has failed to provide Ms.
16 Rivera and Aggrieved Employees with such payments within the required time period. As a result,
17 and pursuant to the California Labor Code, Defendant is subject to waiting time penalties.

18 40. Ms. Rivera is informed, believes, and thereon alleges that Defendant is well aware that
19 its policies and practices deprive Ms. Rivera and Aggrieved Employees of substantial pay for all time
20 worked, including overtime compensation and minimum wages, and that Ms. Rivera and Aggrieved
21 Employees do not receive legally compliant meal and rest periods. Thus, Defendant's denial of wages
22 and compliant meal and rest periods to Ms. Rivera and Aggrieved Employees is and/or was deliberate
23 and willful.

24 41. Ms. Rivera is informed, believes, and thereon alleges that Defendant's unlawful
25 conduct has been widespread, repeated, and consistent as to Aggrieved Employees throughout
26 California.

27 42. Defendant's conduct was willful, carried out in bad faith, and triggers significant civil
28 penalties in an amount to be determined at trial.

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

43. Ms. Rivera re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

44. Labor Code § 2699(a) provides:

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

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

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

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

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

48. Ms. Rivera seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendant, as alleged above, to timely pay all wages owed to Ms. Rivera and the Aggrieved Employees in compliance with Labor Code §§ 201-202 and in the amounts established by Labor Code § 203.

49. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose

1 compensation is solely based on a salary and who is exempt from
2 payment of overtime under subdivision (a) of Section 515 or any
3 applicable order of the Industrial Welfare Commission, (3) the number
4 of piece-rate units earned and any applicable piece rate if the employee
5 is paid on a piece-rate basis, (4) all deductions, provided that all
6 deductions made on written orders of the employee may be aggregated
7 and shown as one item, (5) net wages earned, (6) the inclusive dates of
8 the period for which the employee is paid, (7) the name of the employee
9 and his or her social security number, (8) the name and address of the
10 legal entity that is the employer, and (9) all applicable hourly rates in
11 effect during the pay period and the corresponding number of hours
12 worked at each hourly rate by the employee.

13 50. Labor Code § 226.3 provides:

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

22 51. Ms. Rivera also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure
23 by Defendant, alleged above, to provide Ms. Rivera and Aggrieved Employees an accurate, itemized
24 wage statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code
25 § 226.3. In addition, Ms. Rivera seeks penalties in the amount established by Labor Code § 226(e),
26 as prayed for herein.

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

53. Ms. Rivera seeks the aforementioned penalties on behalf of the State, other Aggrieved
Employees, and herself as set forth in Labor Code § 2699.

54. Defendant is liable to Ms. Rivera, Aggrieved Employees, and the State of California
for the civil penalties set forth in this Complaint. Ms. Rivera is also entitled to an award of attorneys’
fees and costs as set forth below.

55. Wherefore, Ms. Rivera requests relief as hereinafter provided.

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

56. Ms. Rivera re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

57. Labor Code § 2699(f) provides:

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

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

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

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

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

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

Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

1 63. Labor Code § 1197 provides:

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

5 64. Labor Code § 1194 provides, in relevant part:

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

10 65. Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendant to
11 authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.
12 Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing an
13 employee for more than five hours without a meal period of not less than thirty minutes, and from
14 employing an employee more than ten hours per day without providing the employee with a second
15 meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the
16 thirty-minute meal period and ten-minute rest period, the employee is considered "on duty" and the
17 meal period is counted as time worked under the applicable wage orders.

18 66. To the extent than any violation alleged herein does not carry penalties under Labor
19 Code § 2699(a), Ms. Rivera seeks civil penalties pursuant to Labor Code § 2699(f) for each pay
20 period in which Ms. Rivera and an Aggrieved Employee was aggrieved, in the amounts established
21 by Labor Code § 2699(f). Ms. Rivera seeks penalties pursuant to Labor Code § 2699(f) for Ms.
22 Rivera and Aggrieved Employees for violations of Labor Code provisions including, but not limited
23 to, Labor Code 204, 226.7, 510, 512, 1194, 1197, 1198, 2802, IWC Wage Order 4-2001, and any
24 other violation alleged herein does not carry penalties under Labor Code § 2699(a).

25 67. Pursuant to Labor Code § 2699.3(a)(1) and (2), Ms. Rivera has provided the LWDA
26 with notice of his intention to file this claim. Sixty-five calendar days have passed without notice
27 from the LWDA. Ms. Rivera satisfied the administrative prerequisites to commence this civil action
28 in compliance with § 2699.3(a).

68. Ms. Rivera seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Labor Code § 2699(g)(1).

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

70. Wherefore, Ms. Rivera requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Ms. Rivera prays for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendant has violated the California Labor Code as alleged herein;
2. For an order awarding the State of California, Ms. Rivera, and Aggrieved Employees civil penalties provided under the PAGA;
3. For interest as provided by applicable law;
4. For an award of reasonable attorneys' fees as provided by the California Labor Code § 2699(g)(1); California Code of Civil Procedure § 1021.5; and/or any other applicable law;
5. For all costs of suit; and
6. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

Date: September 17, 2021



Carolyn H. Cottrell
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Philippe M. Gaudard
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*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

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Date: September 17, 2021

Cady, Cathal

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