

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

Assigned for all Purposes
Judge William Claster

CX-104

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

JOSE JUAN NOYOLA, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

WWIL PERSONNEL LLC, a Limited
Liability Company; WASTE
MANAGEMENT COLLECTION AND
RECYCLING, INC., a California
Corporation; WASTE MANAGEMENT OF
CALIFORNIA, INC., a Corporation; WASTE
MANAGEMENT RECYCLING AND
DISPOSAL SERVICES OF CALIFORNIA,
INC., a Corporation; STAFFING NETWORK
HOLDINGS, L.L.C., a Limited Liability
Company; DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2021-01227895-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, 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 Jose Juan Noyola (“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 Defendants WWIL Personnel LLC, Waste
8 Management Collection and Recycling, Inc., Waste Management of California, Inc., Waste
9 Management Recycling and Disposal Services of California, Inc., and Staffing Network
10 Holdings, L.L.C. (referred to as “DEFENDANT”) seeking only to recover PAGA civil
11 penalties for himself, and on behalf of all current and former aggrieved employees that worked
12 for 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 himself 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 WWIL Personnel LLC is a limited liability company 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 Waste Management Collection and Recycling, Inc. is a corporation
3 that at all relevant times mentioned herein conducted and continues to conduct substantial
4 business in the state of California.

5 6. Defendant Waste Management of California, Inc. is a corporation that at all
6 relevant times mentioned herein conducted and continues to conduct substantial business in the
7 state of California.

8 7. Defendant Waste Management Recycling and Disposal Services of California,
9 Inc. is a corporation that at all relevant times mentioned herein conducted and continues to
10 conduct substantial business in the state of California.

11 8. Defendant Staffing Network Holdings, L.L.C. is a limited liability company that
12 at all relevant times mentioned herein conducted and continues to conduct substantial business
13 in the state of California.

14 9. Defendants WWIL Personnel LLC, Waste Management Collection and
15 Recycling, Inc., Waste Management of California, Inc., Waste Management Recycling and
16 Disposal Services of California, Inc., and Staffing Network Holdings, L.L.C. were the joint
17 employers of PLAINTIFF as evidenced by paycheck and by the company PLAINTIFF
18 performed work for respectively, and are therefore jointly responsible as employers for the
19 conduct alleged herein, and are therefore collectively referred to herein as "DEFENDANT."

20 10. PLAINTIFF was employed by DEFENDANT from March of 2021 to June of
21 2021 and was at all times classified by DEFENDANT as a non-exempt employee, paid on an
22 hourly basis, and entitled to the legally required meal and rest periods and payment of minimum
23 and overtime wages due for all time worked.

24 11. PLAINTIFF, and such persons that may be added from time to time who satisfy
25 the requirements and exhaust the administrative procedures under the Private Attorney General
26 Act, brings this Representative Action on behalf of the State of California with respect to
27 himself and all individuals who are or previously were employed by WWIL Personnel LLC,
28 and/or Waste Management Collection and Recycling, Inc. and/or Waste Management of

1 California, Inc. and/or Waste Management Recycling and Disposal Services of California, Inc.
2 and/or Staffing Network Holdings, L.L.C. in California and classified as non-exempt
3 employees ("AGGRIEVED EMPLOYEES") during the time period of July 1, 2020 until a date
4 as determined by the Court (the "PAGA PERIOD").

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

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

22 14. The agents, servants and/or employees of the Defendants and each of them acting
23 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
24 agent, servant and/or employee of the Defendants, and personally participated in the conduct
25 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
26 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
27 all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED
28 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'

1 agents, servants and/or employees.

2 3 THE CONDUCT

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

1 being accurately recorded and without compensation at the applicable minimum wage and
2 overtime rates. DEFENDANT's policy and practice not to pay PLAINTIFF and other
3 AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANT's business
4 records.

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

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

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

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

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

28 20. DEFENDANT also failed to provide PLAINTIFF and other AGGRIEVED

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

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

27 22. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
28 to collect or receive from an employee any part of wages theretofore paid by said employer to

1 said employee.” DEFENDANT failed to pay all compensation due to PLAINTIFF and other
2 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
3 PLAINTIFF and other AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
4 deductions from compensation payable to PLAINTIFF and other AGGRIEVED EMPLOYEES,
5 and thereby failed to pay these employees all wages due at each applicable pay period and upon
6 termination.

7 23. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
8 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
9 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-
10 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
11 underpaid sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates
12 of pay.

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

17 25. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
18 the regular rate of pay. PLAINTIFF and other AGGRIEVED EMPLOYEES routinely earned
19 non-discretionary incentive wages which increased their regular rate of pay. However, when
20 sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and other AGGRIEVED
21 EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab.
22 Code Section 246.

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

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

11 28. In the course of their employment PLAINTIFF and other AGGRIEVED
12 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
13 cellular phones as a result of and in furtherance of their job duties as employees for
14 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
15 associated with the use of their personal cellular phones for DEFENDANT's benefit.
16 Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were required by
17 DEFENDANT to use their personal cellular phones to respond to managers while off the clock
18 (which also results in minimum wage and overtime violations) and also download an application
19 so that these employees could complete DEFENDANT's mandatory COVID-19 screening
20 questions prior to coming into work each day. As a result, in the course of their employment
21 with DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES incurred
22 unreimbursed business expenses which included, but were not limited to, costs related to the use
23 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

24 29. In violation of the applicable sections of the California Labor Code and the
25 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
26 a matter of company policy, practice and procedure, intentionally and knowingly failed to
27 compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for missed meal and rest
28 periods. This policy and practice of DEFENDANT is intended to purposefully avoid the

1 payment for all time worked as required by California law which allows DEFENDANT to
2 illegally profit and gain an unfair advantage over competitors who complied with the law. To
3 the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against
4 DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

5 30. By reason of this conduct applicable to PLAINTIFF and other AGGRIEVED
6 EMPLOYEES, DEFENDANT engages in a company-wide policy and procedure which fails
7 to accurately calculate and record all missed meal and rest periods and failed to pay all
8 minimum and overtime wages due to PLAINTIFF and other AGGRIEVED EMPLOYEES. The
9 proper recording of these employees' missed meal and rest breaks is the DEFENDANT's
10 burden. As a result of DEFENDANT's intentional disregard of the obligation to meet this
11 burden, DEFENDANT fails to properly calculate and/or pay all required compensation for work
12 performed by the and violated the California Labor Code and regulations promulgated
13 thereunder as herein alleged.

14 31. All of the conduct and violations alleged herein occurred during the PAGA
15 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
16 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
17 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
18 AJDAR 12157 (Certified for Publication 12/19/18).

19 20 **JURISDICTION AND VENUE**

21 32. This Court has jurisdiction over this Action pursuant to California Code of Civil
22 Procedure, Section 410.10.

23 33. Venue is proper in this Court pursuant to California Code of Civil Procedure,
24 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT, resides
25 in this County, and DEFENDANT (i) currently maintains and at all relevant times maintained
26 offices and facilities in this County and/or conducts substantial business in this County, and (ii)
27 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
28 AGGRIEVED EMPLOYEES.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2

3

4

5
6

7
8
9
0
1
2
3
4
5
6

7
8
9
10
11
12
13
14
15

26
27
28

1 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
2 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
3 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
4 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

5 38. The policies, acts and practices heretofore described were and are an unlawful
6 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
7 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
8 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
9 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
10 required expenses, and (f) failed to provide wages when due, all in violation of the
11 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221,
12 226(a), 226.7, 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
13 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
14 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
15 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
16 Labor Code Private Attorney General Act of 2004 as the representative of the State of
17 California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED
18 EMPLOYEES.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
21 severally, as follows:

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

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

26 B) An award of attorneys' fees and cost of suit, as allowable under the

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

1 law, including, but not limited to, pursuant to Labor Code §2699.
2

3 Dated: October 22, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
4 LLP

5 By: /s/ Norman Blumenthal
6 Norman B. Blumenthal
7 Attorneys for Plaintiff
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28