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Assigned for all Purposes

Judge Glenda Sanders

CX-101

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

JENNIFER SHELLENBAUM, on behalf
of the State of California, as a private
attorney general,

Plaintiff,

vs.

CROSSMARK, INC., a Corporation; CHI
MANAGEMENT GROUP, LP, a Limited
Partnership; and Does 1 through 50,
Inclusive,

Defendants.

Case No. 30-2021-01232903-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, 2802, California
Code of Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B).

1 Plaintiff Jennifer Shellenbaum (“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 Crossmark, Inc. and/or CHI Management
8 Group, LP (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties for
9 herself, and on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
11 **permitted by California Labor Code § 2699.** To the extent that statutory violations are
12 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
13 damages for those violations, but simply the civil penalties permitted by California Labor Code
14 § 2699.

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

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

23 **THE PARTIES**

24 4. Defendant Crossmark, Inc. is a Corporation that at all relevant times mentioned
25 herein conducted and continues to conduct substantial and regular business throughout
26 California.
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1 5. Defendant CHI Management Group, LP is a limited partnership that at all relevant
2 times mentioned herein conducted and continues to conduct substantial and regular business
3 throughout California.

4 6. Defendants Crossmark, Inc. and CHI Management Group, LP are the joint
5 employers of PLAINTIFF as evidenced by paycheck and by the company PLAINTIFF
6 performed work for respectively, and are therefore jointly responsible as employers for the
7 conduct alleged herein, and are therefore collectively referred to herein as "DEFENDANT."

8 7. DEFENDANT is a sales and marketing services company that operates within the
9 consumer goods industry.

10 8. PLAINTIFF was employed by DEFENDANT in California as a non-exempt
11 employee entitled to overtime pay and meal and rest periods from February of 2017 to February
12 of 2021. PLAINTIFF was at all times relevant mentioned herein classified by DEFENDANT
13 as a non-exempt employee paid in whole or in part on an hourly basis and received additional
14 compensation from DEFENDANT in the form of non-discretionary incentive wages.

15 9. PLAINTIFF, and such persons that may be added from time to time who satisfy
16 the requirements and exhaust the administrative procedures under the Private Attorney General
17 Act, brings this Representative Action on behalf of the State of California with respect to herself
18 and all individuals who are or previously were employed by Crossmark, Inc. and/or CHI
19 Management Group, LP in California and who were classified as non exempt employees
20 ("AGGRIEVED EMPLOYEES") during the time period of August 16, 2020 until a date as
21 determined by the Court (the "PAGA PERIOD").

22 10. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
23 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
24 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
25 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 351,
26 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title
27 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
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1 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within
2 the meaning of Labor Code § 2699, *et seq.*

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

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

20 21 THE CONDUCT

22 13. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
23 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
24 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
25 DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all
26 time worked, meaning the time during which an employee was subject to the control of an
27 employer, including all the time the employee was permitted or suffered to permit this work.

1 DEFENDANT required these employees to work off the clock without paying them for all the
2 time they were under DEFENDANT's control. PLAINTIFF and other AGGRIEVED
3 EMPLOYEES also worked off the clock with respect to time spent undergoing mandatory drug
4 testing or any other testing and/or examination required as a condition of employment.
5 DEFENDANT, as a matter of established company policy and procedure, administered a
6 uniform practice of rounding the actual time worked and recorded by PLAINTIFF and other
7 AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course
8 of their employment, PLAINTIFF and other AGGRIEVED EMPLOYEES were paid less than
9 they would have been paid had they been paid for actual recorded time rather than "rounded"
10 time. DEFENDANT's policy and practice not to pay PLAINTIFF and other AGGRIEVED
11 EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.
12 Further, during the PAGA PERIOD, DEFENDANT required PLAINTIFF and other
13 AGGRIEVED EMPLOYEES to wait in line and submit to mandatory temperature checks for
14 COVID-19 screening and also complete a COVID-19 questionnaire regarding whether these
15 employees had any symptoms prior to clocking into DEFENDANT's timekeeping system for
16 the workday. Additionally, DEFENDANT required PLAINTIFF to work while clocked out
17 during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from
18 time to time interrupted by work assignments. As a result, PLAINTIFF and other
19 AGGRIEVED EMPLOYEES forfeited minimum wage and overtime compensation by working
20 without their time being accurately recorded and without compensation at the applicable
21 minimum wage and overtime rates. To the extent that the time worked off the clock did not
22 qualify for overtime premium payment, DEFENDANT failed to pay minimum wages for the
23 time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

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

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

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

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

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

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

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

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

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

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

5 25. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
6 to collect or receive from an employee any part of wages theretofore paid by said employer to
7 said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and other
8 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
9 PLAINTIFF and other AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
10 deductions from compensation payable to PLAINTIFF and other AGGRIEVED EMPLOYEES,
11 and thereby failed to pay these employees all wages due at each applicable pay period and upon
12 termination.

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

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

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

22 29. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
23 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which failed
24 to accurately calculate and record the correct overtime rate for the overtime worked by
25 PLAINTIFF and other AGGRIEVED EMPLOYEES. The proper calculation of these
26 employees' overtime hour rates is the DEFENDANT's burden. As a result of DEFENDANT's
27 intentional disregard of the obligation to meet this burden, DEFENDANT failed to properly
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1 calculate and/or pay all required overtime compensation for work performed by the
2 AGGRIEVED EMPLOYEES and violated the California Labor Code and regulations
3 promulgated thereunder as herein alleged.

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

9
10 **JURISDICTION AND VENUE**

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

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

18 **FIRST CAUSE OF ACTION**

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

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

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

22 33. PLAINTIFF realleges and incorporates by this reference, as though fully set
23 forth herein, the prior paragraphs of this Complaint.

24 34. PAGA is a mechanism by which the State of California itself can enforce state
25 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
26 the state's labor law enforcement agencies. An action to recover civil penalties under
27 PAGA is fundamentally a law enforcement action designed to protect the public and not to
28 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,

1 but to create a means of "deputizing" citizens as private attorneys general to enforce the
2 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
3 public interest to allow aggrieved employees, acting as private attorneys general to recover
4 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
5 claims cannot be subject to arbitration.

6 35. PLAINTIFF, and such persons that may be added from time to time who
7 satisfy the requirements and exhaust the administrative procedures under the Private
8 Attorney General Act, brings this Representative Action on behalf of the State of California
9 with respect to herself and all individuals who are or previously were employed by
10 Crossmark, Inc. and/or CHI Management Group, LP in California and who were classified
11 as non exempt employees ("AGGRIEVED EMPLOYEES") during the time period of
12 August 16, 2020 until a date as determined by the Court (the "PAGA PERIOD").

13 36. On August 16, 2021, PLAINTIFF gave written notice by electronic mail to the
14 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
15 employer of the specific provisions of this code alleged to have been violated as required by
16 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
17 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may
18 now commence a representative civil action under PAGA pursuant to Section 2699 as the
19 proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein
20 defined.

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

8
9 **PRAYER FOR RELIEF**

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

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

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

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

18 Dated: November 18, 2021

BLUMENTHAL NORDREHAUG BHOWMIK DE
19 BLOUW LLP

20
21 By: /s/ Norman Blumenthal
22 Norman B. Blumenthal
23 Attorneys for Plaintiff
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27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).