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Superior Court of California,
County of San Diego

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Clerk of the Superior Court

By Kristin Sorianosos, Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

10 JIMENA ARMIJOS, on behalf of the State
11 of California, as a private attorney
12 general,

13 Plaintiff,

14 vs.

15 AEROTEK, INC., a Corporation; THE
16 ARGEN CORPORATION, a California
17 Corporation; and DOES 1 through 50,
18 inclusive,

19 Defendants.

Case No. 37-2021-00048351-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, 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 Jimena Armijos (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against Defendants Aerotek, Inc. and The Argen
8 Corporation (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 Aerotek, Inc. is a Corporation that at all relevant times mentioned
25 herein conducted and continues to conduct substantial business in the state of California.

26 5. Defendant The Argen Corporation is a California Corporation that at all relevant
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1 times mentioned herein conducted and continues to conduct substantial business in the state of
2 California.

3 6. Defendants Aerotek, Inc. and The Argen Corporation were the joint employers of
4 PLAINTIFF as evidenced by paycheck and by the company PLAINTIFF performed work for
5 respectively, and are therefore jointly responsible as employers for the conduct alleged herein,
6 and are therefore collectively referred to herein as "DEFENDANT."

7 7. DEFENDANT operates a recruiting and staffing agency.

8 8. PLAINTIFF was employed by DEFENDANT in California as a non-exempt
9 employee entitled to overtime pay and meal and rest periods from October of 2020 to December
10 of 2020. PLAINTIFF was at all times relevant mentioned herein classified by DEFENDANT
11 as a non-exempt employee paid in whole or in part on an hourly basis and received additional
12 compensation from DEFENDANT in the form of non-discretionary incentive wages.

13 9. PLAINTIFF, and such persons that may be added from time to time who satisfy
14 the requirements and exhaust the administrative procedures under the Private Attorney General
15 Act, brings this Representative Action on behalf of the State of California with respect to
16 herself and all individuals who are or previously were employed by DEFENDANT in California
17 and who were classified as non exempt employees ("AGGRIEVED EMPLOYEES") during
18 the time period of August 6, 2020 until a date as determined by the Court (the "PAGA
19 PERIOD").

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

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

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

THE CONDUCT

13. During the PAGA PERIOD, DEFENDANT failed and continues to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for their minimum and overtime wages. DEFENDANT unlawfully and unilaterally failed to accurately calculate minimum and overtime wages for time worked by PLAINTIFF and other AGGRIEVED EMPLOYEES in order to avoid paying these employees the correct compensation. Specifically, these employees were required to log in and initialize computer systems in order to start keeping track of their time for the workday. This additional time worked was work performed subject to DEFENDANT's control and for DEFENDANT's

benefit. Consequently, all this time constitutes "hours worked" and is therefore compensable. PLAINTIFF and other AGGRIEVED EMPLOYEES also worked off the clock with respect to time spent undergoing mandatory drug testing or any other testing and/or examination required as a condition of employment. DEFENDANT's policy and practice to not pay employees for compensable work time is evidenced by DEFENDANT's business records. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due them for working without compensation at the correct minimum wage and overtime rates. DEFENDANT's policy and practice to not pay the AGGRIEVED EMPLOYEES the correct compensation for all time worked in accordance with applicable law is evidenced by DEFENDANT's business records. This policy and practice of DEFENDANT was intended to purposefully avoid the payment of the correct compensation as required by California law which allowed DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied with the law.

14. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked, meaning the time during which an employee was subject to the control of an employer, including all the time the employee was permitted or suffered to permit this work. DEFENDANT required these employees to work off the clock without paying them for all the time they were under DEFENDANT's control. DEFENDANT, as a matter of established company policy and procedure, administered a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and AGGRIEVED EMPLOYEES were paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. DEFENDANT's policy and practice not to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked, is evidenced

1 by DEFENDANT's business records. Additionally, DEFENDANT required PLAINTIFF to
2 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break.
3 PLAINTIFF was from time to time interrupted by work assignments. As a result, PLAINTIFF
4 and other AGGRIEVED EMPLOYEES forfeited minimum wage and overtime compensation
5 by working without their time being accurately recorded and without compensation at the
6 applicable minimum wage and overtime rates. To the extent that the time worked off the clock
7 did not qualify for overtime premium payment, DEFENDANT failed to pay minimum wages
8 for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

9 15. State law provides that employees must be paid overtime and meal and rest break
10 premiums 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 16. 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 meal and rest break premium pay to PLAINTIFF and other AGGRIEVED
20 EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the
21 employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest
22 break premium pay. Management and supervisors described the incentive program to potential
23 and new employees as part of the compensation package. As a matter of law, the incentive
24 compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be
25 included in the "regular rate of pay." The failure to do so has resulted in a underpayment of
26 overtime compensation and meal and rest break premiums to PLAINTIFF and other
27 AGGRIEVED EMPLOYEES by DEFENDANT.

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

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

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

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

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

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

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

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

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

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

15 27. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
16 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
17 incurred by the PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
18 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
19 2802, employers are required to indemnify employees for all expenses incurred in the course
20 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
21 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
22 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
23 directions of the employer, even though unlawful, unless the employee, at the time of obeying
24 the directions, believed them to be unlawful."

25 28. In the course of their employment PLAINTIFF and other AGGRIEVED
26 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
27 cellular phones as a result of and in furtherance of their job duties as employees for
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1 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
2 associated with the use of their personal cellular phones for DEFENDANT's benefit. As a
3 result, in the course of their employment with DEFENDANT, PLAINTIFF and other
4 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
5 were not limited to, costs related to the use of their personal cellular phones all on behalf of and
6 for the benefit of DEFENDANT.

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

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

21 JURISDICTION AND VENUE

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

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

2 **FIRST CAUSE OF ACTION**

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

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

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

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

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

18 35. PLAINTIFF, and such persons that may be added from time to time who
19 satisfy the requirements and exhaust the administrative procedures under the Private
20 Attorney General Act, brings this Representative Action on behalf of the State of California
21 with respect to herself and all individuals who are or previously were employed by
22 DEFENDANT in California and who were classified as non exempt employees
23 ("AGGRIEVED EMPLOYEES") during the time period of August 6, 2020 until a date as
24 determined by the Court (the "PAGA PERIOD").

25 36. On August 6, 2021, PLAINTIFF gave written notice by electronic mail to the
26 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
27 employer of the specific provisions of this code alleged to have been violated as required by
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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
3 now commence a representative civil action under PAGA pursuant to Section 2699 as the
4 proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein
5 defined.

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

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21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
23 severally, as follows:

- 24 1. On behalf of the State of California and with respect to all AGGRIEVED
25 EMPLOYEES:

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

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

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

5 Dated: November 15, 2021

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

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8
9 By: /s/ Norman Blumenthal
10 Norman B. Blumenthal
11 Attorneys for Plaintiff
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