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8 on behalf of himself, the State of California, and others similarly  
situated and aggrieved

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

11 JARON HAYGOOD, on behalf of himself, the  
12 State of California, and others similarly  
situated and aggrieved,

13  
14 Plaintiff,

15 vs.

16  
17 CAREERSTAFF UNLIMITED, LLC, a  
Delaware Limited Liability Company; GHC  
18 PAYROLL, LLC, a Delaware Limited  
Liability Company; GENESIS  
ADMINISTRATIVE SERVICES, LLC, a  
19 Delaware Limited Liability Company;  
GENESIS HEALTHCARE INC., a  
20 Delaware Corporation; GENESIS  
HEALTHCARE, LLC, a Delaware Limited  
21 Liability Company; and DOES 1 to 100,  
inclusive,

22  
23 Defendants.

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**01/26/2022 at 10:25:58 AM**  
Clerk of the Superior Court  
By Elizabeth Reyes, Deputy Clerk

Case No.: 37-2022-00003330-CU-OE-CTL

**PLAINTIFF'S REPRESENTATIVE  
COMPLAINT FOR VIOLATION OF  
PRIVATE ATTORNEYS GENERAL ACT,  
CAL. LABOR CODE SECTIONS 2698, et  
seq.**

1 Plaintiff JARON HAYGOOD (“PLAINTIFF”), an individual on behalf of himself, the State  
2 of California, and all other Aggrieved Employees, hereby files this Complaint against Defendants  
3 CAREERSTAFF UNLIMITED, LLC, a Delaware Limited Liability Company; GHC PAYROLL,  
4 LLC, a Delaware Limited Liability Company; GENESIS ADMINISTRATIVE SERVICES, LLC,  
5 a Delaware Limited Liability Company; GENESIS HEALTHCARE INC., a Delaware Corporation;  
6 GENESIS HEALTHCARE, LLC, a Delaware Limited Liability Company; and DOES 1 to 100  
7 (collectively referred to herein as “DEFENDANTS”). PLAINTIFF is informed and believes, and  
8 on the basis of that information and belief, alleges as follows:

### 9 **JURISDICTION AND VENUE**

10 1. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to  
11 California statutes, including but not limited to the Private Attorneys General Act, and decisional  
12 law and regulations.

13 2. Venue is proper in this judicial district and the County of San Diego pursuant to  
14 California Code of Civil Procedure section 395.5 because DEFENDANTS employed PLAINTIFF  
15 in the County of San Diego, and some of the acts, omissions, and conduct alleged by PLAINTIFF  
16 herein occurred in this judicial district. *See Crestwood Behavioral Health, Inc. v. Superior Court*  
17 (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the defendants  
18 committed Labor Code violations against some of its employees).

### 19 **THE PARTIES**

20 3. DEFENDANTS comprise a healthcare staffing agency. DEFENDANTS staff  
21 employees in clinics, schools, hospitals and rehabilitation centers in the fields of nursing, therapy,  
22 travel staff, and pharmacy. At all relevant times, DEFENDANTS were authorized to do business  
23 within the State of California and are doing business in the State of California.

4. PLAINTIFF is, and at all relevant times was, an individual domiciled in the State of  
California and a citizen of the State of California who worked as a non-exempt hourly-paid

1 employee for DEFENDANTS in the State of California.

2         5.       PLAINTIFF was employed by DEFENDANTS as a Sterile Processing Technician  
3 from on or about July 6, 2021, to on or about August 27, 2021, at a healthcare facility in San Diego,  
4 California.

5         6.       The true names and capacities of the DOE Defendants sued herein as DOES 1  
6 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such  
7 DEFENDANTS by said fictitious names. Each of the Defendants designated herein as a DOE is  
8 legally responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to  
9 amend this Complaint to reflect the true names and capacities of the Doe Defendants when such  
10 identities become known.

11         7.       PLAINTIFF is further informed and believes that, at all relevant times, each  
12 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,  
13 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or  
14 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of  
15 the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all  
16 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this  
17 Complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant  
18 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant  
19 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,  
20 controlled, aided and abetted the conduct of all other Defendants.

21         8.       At all relevant times, DEFENDANTS were and are legally responsible for all  
22 unlawful conduct, policies, practices, acts and omissions complained of herein. Further,  
23 DEFENDANTS are responsible for each of the unlawful acts or omissions complained of herein  
under the doctrine of respondent superior. The conduct of Defendants' managers and supervisors  
was at all relevant times undertaken as employees of DEFENDANTS, acting within the scope of

1 their employment or authority in all of the unlawful activities described herein.

## 2 **JOINT LIABILITY**

3 9. Under California law, the definition of the term “to employ” is broadly construed  
4 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to  
5 exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3)  
6 to engage, thereby creating a common law employment relationship. See *Martinez v. Combs*, 49  
7 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control  
8 was to reach situations in which multiple entities control different aspects of the employment  
9 relationship. Supervision of the work, in the specific sense of exercising control over how services  
10 are properly performed, is properly viewed as one of the “working conditions” mentioned in the  
11 wage order. *Id.* at 76. A joint employer relationship exists when one entity (such as a temporary  
employment agency) hires and pays a worker, and the other entity supervises the work. *Id.*

12 10. During PLAINTIFF’s employment with DEFENDANTS, PLAINTIFF and the  
13 Aggrieved Employees were jointly employed by these DEFENDANTS for purposes of the Wage  
14 Orders, under the alternative definitions of “to employ” adopted by the California Supreme Court  
15 in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control over wages,  
16 hours and working conditions of PLAINTIFF and the Aggrieved Employees (defined below); (2)  
17 suffered or permitted PLAINTIFF and the Aggrieved Employees to work for them; and (3) engaged  
18 PLAINTIFF and the Aggrieved Employees to work for them.

19 11. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times  
20 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized  
21 human resources. Based on information and belief, DEFENDANTS utilized the same unlawful  
22 policies and practices across all locations/facilities and/or assignments and subjected all of the  
23 Aggrieved Employees to these same policies and practices regardless of the location(s) or facilities  
where they worked. Defendant Genesis Healthcare Inc., is a holding company with “subsidiaries

1 that, on a combined basis, comprise one of the nation's largest post-acute care providers..." See  
2 <https://www.genesishcc.com/about-us> (last visited on January 21, 2022). Based on information and  
3 belief, Defendant Genesis Administrative Services, LLC is a subsidiary of Defendant Genesis  
4 Healthcare Inc., and provided documents such as human resources policies and/or employee  
5 handbooks to facilities operating under the Genesis Healthcare, Inc., umbrella. Moreover, based on  
6 further information and belief, Defendant GHC Payroll, LLC is a subsidiary of Defendant Genesis  
7 Healthcare Inc., and administered payroll and issued wage statements to individuals employed at  
8 facilities under the Genesis Healthcare, Inc., umbrella. For example, DEFENDANTS issued wage  
9 statements to PLAINTIFF that listed Defendant GHC Payroll, LLC, as the employer entity.  
10 However, PLAINTIFF's personnel file and the personnel files of other Aggrieved Employees  
11 included documents identifying CareerStaff Unlimited, Inc., and Defendant Genesis Administrative  
12 Services, LLC as the employer. As such, DEFENDANTS exercised control over various aspects of  
13 PLAINTIFF and Aggrieved Employees' employment including but not limited to creating and  
14 implementing policies to which PLAINTIFF and Aggrieved Employees were subjected to and/or  
controlling the payment of wages for PLAINTIFF and Aggrieved Employees.

15 12. PLAINTIFF is further informed and believes, and thereon alleges that at all times  
16 relevant to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the  
17 Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and cause of action,  
18 in that DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved  
19 Employees' wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the  
20 Aggrieved Employees to work so as to be considered the joint employers of PLAINTIFF and the  
21 Aggrieved Employees. Specifically, upon information and belief, PLAINTIFF alleges that  
22 DEFENDANTS created a uniform set of policies, practices and/or procedures concerning, inter alia,  
23 hourly and overtime pay, time-keeping practices, meal and rest periods, and other working  
conditions that were distributed to, and/or applied to PLAINTIFF and the Aggrieved Employees,

1 and further that DEFENDANTS uniformly compensated and controlled the wages of PLAINTIFF  
2 and the Aggrieved Employees in a uniform manner. Based on information and belief,  
3 DEFENDANTS collectively represented to PLAINTIFF and the Aggrieved Employees that each  
4 was an "at-will" employee of DEFENDANTS, and that DEFENDANTS collectively retained the  
5 right to terminate PLAINTIFF and the Aggrieved Employees' employment with or without cause.  
6 Upon information and belief, DEFENDANTS further collectively represented to PLAINTIFF and  
7 the Aggrieved Employees in writing the details of their compensation, and the manner in which they  
8 were to take meal and rest periods, the procedures required by DEFENDANTS collectively for  
9 recordation of hours worked and the policies applicable to PLAINTIFF and the Aggrieved  
10 Employees by which DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF  
and the Aggrieved Employees.

11 13. Thus, DEFENDANTS collectively exercised the right to control the wages, hours  
12 and working conditions of PLAINTIFF and the Aggrieved Employees. As such, DEFENDANTS  
13 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved  
14 Employees' employment, including the instrumentality that resulted in the illegal conduct for which  
15 PLAINTIFF seeks relief in this Complaint.

#### 16 **PAGA ALLEGATIONS**

17 14. PLAINTIFF brings this action under the Private Attorneys General Act of 2004,  
18 Labor Code sections 2698, *et seq.*, ("PAGA"), as a representative action on behalf of the State of  
19 California and Aggrieved Employees, regarding violations of the California Labor Code as set forth  
herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

20 All of DEFENDANTS current and former non-exempt employees – regardless of where  
21 those non-exempt workers were assigned or staffed to work – in California at any time from  
22 one year plus 65 days from filing of the initial Complaint through the present ("PAGA  
23 Period")

1           15.     PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code  
2 section 2699(c), as he was employed by DEFENDANTS during the applicable statutory limitations  
3 period and suffered one or more of the Labor Code violations set forth herein. Accordingly,  
4 PLAINTIFF seeks to recover on behalf of himself, the State of California, and all other Aggrieved  
5 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.  
6 PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved  
7 Employees, as he was jointly employed by DEFENDANTS and is thereby affected by one or more  
8 of the alleged violations. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th  
9 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations committed by  
10 the employer – regardless of whether Plaintiff experienced all violations personally. *Id.* at 760-761.

11                   **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

12           16.     On September 30, 2021, PLAINTIFF gave written notice by online filing with the  
13 California Labor and Workforce Development Agency (“LWDA”) informing it that  
14 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged  
15 in this Complaint (“PAGA Letter”). On October 11, 2021, PLAINTIFF provided an amended notice  
16 by online filing with the LWDA informing it that DEFENDANTS failed to comply with additional  
17 California labor laws with regard to the allegations alleged in this Complaint (“Amended PAGA  
18 Letter”). Both the PAGA Letter and Amended PAGA Letter were sent to DEFENDANTS via  
19 certified mail to the offices of their Agents for Service of Process.

20           17.     The PAGA Letter and Amended PAGA Letter outlined PLAINTIFF’s claims for  
21 violations of the California Labor Code, the applicable wage orders, and the applicable city  
22 ordinances on behalf of himself, the State of California and other Aggrieved Employees.

23           18.     The LWDA did not provide notice of its intention to investigate DEFENDANTS’  
violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the  
violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.

1 Accordingly, PLAINTIFF has exhausted the administrative remedies as required by Labor Code  
2 section 2699.3. Consequently, PLAINTIFF's right to file the instant lawsuit has duly accrued.

3 19. As such, PLAINTIFF seeks to recover the PAGA civil penalties through a  
4 representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior*  
5 *Court* (2009) 46 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

### 6 **FACTUAL ALLEGATIONS**

7 20. During the PAGA Period, PLAINTIFF and the Aggrieved Employees were  
8 employed by DEFENDANTS in the State of California as non-exempt employees. DEFENDANTS,  
9 at all times, exercised control over PLAINTIFF and each of the Aggrieved Employees, and suffered  
10 and/or permitted them to work.

11 21. PLAINTIFF began working for DEFENDANTS in May 2021 when he completed  
12 hire paperwork, certification, and onboarding. PLAINTIFF did not officially start working (i.e.  
13 getting paid) until July 2021. DEFENDANTS employed PLAINTIFF as a Sterile Processing  
14 Technician in San Diego, California, through on or about August 27, 2021.

15 22. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to pay  
16 PLAINTIFF and the Aggrieved Employees minimum and overtime wages for all hours worked in  
17 violation of Labor Code sections 1182.12, 1194, 1197.1, 1198, 510, the applicable Wage Order, and  
18 local ordinances. First, DEFENDANTS failed to pay PLAINTIFF and the Aggrieved Employees  
19 for time they were required to spend completing orientation, training and certification, and the  
20 onboarding process. For example, PLAINTIFF did not officially start getting paid until in or around  
21 July 2021. However, beginning in or around May 25, 2021, and throughout June 2021,  
22 DEFENDANTS required PLAINTIFF to review and sign various types of policies and documents,  
23 including the employment agreement and assignment details, Covid-19 guidelines, direct deposit  
and pay information, employee handbook and acknowledgment, arbitration agreement,  
questionnaires, and timekeeping policies, among other documents. Additionally, once PLAINTIFF

1 was hired, DEFENDANTS required him to complete a Basic Life Support certification in June 2021.  
2 PLAINTIFF was not paid for time spent completing certification as directed by DEFENDANTS.  
3 Based on information and belief, DEFENDANTS required the Aggrieved Employees to complete  
4 the same or similar mandatory off-the-clock administrative tasks, onboarding, training, certification,  
5 and/or other tasks without compensating all hours worked.

6 23. Second, DEFENDANTS failed to pay minimum wages to PLAINTIFF and the  
7 Aggrieved Employees. DEFENDANTS paid PLAINTIFF \$12.00 per hour, which is \$2.00 less than  
8 the California minimum wage. DEFENDANTS also failed to pay the minimum wage mandated by  
9 the San Diego Municipal Code section 39.0107, which renders them liable for penalties pursuant to  
10 Labor Code section 1197 and 1182.12. As such, DEFENDANTS also underpaid overtime to those  
11 Aggrieved Employees who were paid less than minimum wage because they should have been paid  
12 at least 1.5 times the minimum wage (and/or 1.5 times the “regular rate”) for each overtime hour  
worked.

13 24. Third, when PLAINTIFF and Aggrieved Employees worked overtime,  
14 DEFENDANTS failed to pay the overtime at the regular rate of pay. DEFENDANT paid employees  
15 stipends and bonuses that it failed to include in the regular rate of pay when employees earned  
16 overtime. During PLAINTIFF’s employment, DEFENDANTS paid him a weekly stipend in the  
17 amount of \$420.00 and a meal stipend in the amount of \$315.00. The stipends paid by  
18 DEFENDANTS should have been included in the regular rate of pay because the payment  
19 functioned as additional compensation rather than reimbursement for expenses incurred. *See Clarke*  
20 *v AMN Services, LLC* (9<sup>th</sup> Cir. 2021) 984 F. 3d 848. Specifically, the advertisement for  
21 PLAINTIFF’s job position specified that Sterile Processing Technicians were paid \$31+ per hour  
22 of work. When the weekly stipends are added to PLAINTIFF’s total compensation, this equates to  
23 an hourly rate in the \$30’s. In other words, as advertised by DEFENDANTS, the stipends are  
considered an additional form of compensation. In fact, when PLAINTIFF raised the minimum

1 wage issue with Recruiter Lyndsey Stewart, she informed him that he was not paid below the  
2 minimum wage because his stipends factored into his compensation and placed him above the  
3 minimum wage. PLAINTIFF is informed and believes that DEFENDANTS include the stipends in  
4 the proposed hourly rate in job postings for other job positions although Aggrieved Employees are  
5 actually paid a different straight time hourly rate than what is advertised. DEFENDANTS also  
6 maintain non-compliant overtime payment practices based on the regular rate violations with respect  
7 to the other Aggrieved Employees during the PAGA Period.

8 25. Moreover, DEFENDANTS pay non-discretionary compensation, but failed and  
9 continue to fail to include all remuneration into the regular rate of pay for purposes of calculating  
10 the owed overtime rate. Such non-discretionary compensation includes but is not limited to: Loyalty  
11 Bonus, Holiday Bonus, and OT Incentive Bonus. The Loyalty Bonus is a flat-sum bonus that  
12 DEFENDANTS paid to Aggrieved Employees who complete multiple contracts with  
13 DEFENDANTS. The Holiday Bonus is a flat-sum bonus of \$300 and \$500 paid to employees who  
14 work on New Year's Day, Thanksgiving, and Christmas Day (for a total of \$1,200 for employees  
15 who work all three holidays.) The OT incentive bonus is a \$65.00 flat-sum bonus paid to employees  
16 for every 4 hours of overtime that they work in a week. DEFENDANTS' policy and practice of  
17 undercalculating overtime (and premiums and other amounts that have a variable regular rate of  
18 pay) apply to all pay periods in which Aggrieved Employees earned additional forms of non-  
19 discretionary remuneration but were incorrectly paid based on a multiple of the base rate.

20 26. DEFENDANTS' above-describe policies and/or practices resulted in violations of  
21 California's minimum and overtime wage laws and other violations described below.

22 27. **Meal Periods.** In violation of Labor Code section 512 and the applicable Wage order,  
23 DEFENDANTS failed to consistently provide timely, off-duty 30-minute meal periods to Aggrieved  
Employees within the first five hours of work, and timely second off-duty 30-minute meal periods  
to the extent Aggrieved Employees worked shifts of ten (10) hours or more.

1           28.     When DEFENDANTS did not provide complaint meal periods, DEFENDANTS  
2 failed to pay PLAINTIFF and other AGGRIEVED EMPLOYEES a meal period premium in  
3 violation of Labor Code section 226.7. To the extent DEFENDANTS paid meal period premiums,  
4 the premiums were not paid at the “regular rate of compensation” because they would have been  
5 less than the minimum wage and did not include all non-discretionary compensation including but  
6 not limited to stipend(s) and/or bonus payment(s).

7           29.     **Rest Breaks.** DEFENDANTS failed to authorize or permit ten-minute rest periods  
8 for every four hours of work or major fraction thereof as required by Labor Code section 226.7 and  
9 516 and section 12 of the applicable Industrial Welfare Commission (IWC) Wage Order.

10           30.     Moreover, when DEFENDANTS did not provide a fully complaint rest period to  
11 PLAINTIFF and the Aggrieved Employees, DEFENDANTS failed to pay PLAINTIFF and other  
12 Aggrieved Employees a rest period premium at the lawful “regular rate of compensation” for each  
13 day in which a lawful rest period was not provided.

14           31.     **Unreimbursed Business Expenses.** Defendants also failed to compensate  
15 PLAINTIFF and the Aggrieved Employees for business-related expenses incurred in direct  
16 consequence of the discharge of their duties or of their obedience to the directions of the employer.  
17 DEFENDANTS required PLAINTIFF and the Aggrieved Employees to use their personal devices  
18 (and data/internet) for work-related purposes without reimbursement. Specifically, after  
19 PLAINTIFF was hired, but prior to starting his first paid shift, PLAINTIFF was directed by  
20 DEFENDANTS’ recruiter to complete a Basic Life Support Certification before his first shift.  
21 PLAINTIFF was required to pay for the certification and was not reimbursed. PLAINTIFF and the  
22 Aggrieved Employees were also required to complete a virtual orientation, trainings, and the  
23 onboarding process (including reviewing various documents and policies) on their personal devices.  
DEFENDANTS required employees to access from their personal devices DEFENDANTS’  
GenSERV program and Workforce Portal in order to complete documentation during their

1 employment. In direct consequence of their job duties, PLAINTIFF and the Aggrieved Employees  
2 unavoidably and necessarily incurred losses, expenditures, costs, and expenses that DEFENDANTS  
3 did not reimburse as a matter of public policy and practice. As such, DEFENDANTS failed to  
4 comply with Labor Code section 2802.

5       32.     **Sick Leave.** DEFENDANTS violated Labor Code section 246 because they failed to  
6 provide PLAINTIFF and the Aggrieved Employees with paid sick leave in the amounts and based  
7 on the accruals required by law. California employers are required to provide paid sick leave to all  
8 employees. Employers have the option of providing 24 hours of paid sick leave to employees or to  
9 allow employees to accrue paid sick leave each pay period. Cal. Lab. Code section 246. If an  
10 employer chooses the accrual method, employees must accrue sick leave at a rate of one (1) hour  
11 for every (30) hours worked in a given pay period. Cal. Lab. Code section 246(b)(1). Under the  
12 accrual method, employees must begin accruing paid sick leave at the commencement of  
13 employment. Cal. Lab. Code section 246(b)(1). DEFENDANTS were required to pay for sick leave  
14 in accordance with one of the permissible methods provided in Labor Code section 246(l)(1)-(3),  
15 but failed to do so. DEFENDANTS failed to provide and pay sick leave in the manner required by  
16 statute, including accrual and/or pay at the proper rate of pay for paid sick leave with respect to those  
Aggrieved Employees during the PAGA Period.

17       33.     **Statutory Wage Violations:** As described above, Defendants willfully and  
18 systematically denied PLAINTIFF and other Aggrieved Employees minimum wage compensation  
19 for all hours worked which resulted in the payment of less than statutorily required wages to them  
20 in violation of Labor Code section 221, 222, and 223. DEFENDANTS acted with the intent to  
21 deprive PLAINTIFF and the Aggrieved Employees of statutory wages, including, but not limited  
22 to, overtime wages and minimum wages, to which they were entitled to under California law. Thus,  
23 DEFENDANTS paid PLAINTIFF and other Aggrieved Employees lower wages than those they  
were entitled to while purporting that PLAINTIFF and other Aggrieved Employees were properly

1 paid.

2       34.     **Semimonthly Payment Violations.** DEFENDANTS violated Labor Code section  
3 204 and 204b requiring payment of all wages on regularly scheduled paydays with respect to  
4 PLAINTIFF and other Aggrieved Employees by failing to pay all wages owed on time each pay  
5 period. As explained above, DEFENDANTS required PLAINTIFF and other Aggrieved Employees  
6 to work off-the-clock, including but not limited to, when completing the onboarding process, failed  
7 to pay the minimum wage, and failed to include stipends and bonuses and other forms of  
8 remuneration in the regular rate of pay for purposes of overtime and premiums, resulting in a loss  
9 of minimum, regular, overtime, paid sick leave, and premium meal/ rest period premium wages. As  
10 such, DEFENDANTS are separately liable for not paying the full amount owed to PLAINTIFF and  
11 other Aggrieved Employees each payday in violation of Labor Code section 204 and/or 204b.

12       35.     **Waiting Time.** DEFENDANTS violated Labor Code section 201, 202, and 203  
13 requiring timely payment of all wages upon separation and waiting time penalties in lieu thereof  
14 with respect to PLAINTIFF and other Aggrieved Employees by failing to pay all minimum and  
15 overtime wages and premiums owed upon termination of employment. This is because  
16 DEFENDANTS failed to pay for all hours worked by PLAINTIFF and other Aggrieved Employees  
17 during the PAGA Period and therefore left them with underpaid wages upon separation of  
18 employment, resulting in waiting time penalties.

19       36.     **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to  
20 provide PLAINTIFF and the Aggrieved Employees with accurate wage statements that complied  
21 with Labor Code section 226. DEFENDANTS issued wage statements that did not accurately reflect  
22 PLAINTIFF's and Aggrieved Employees' net or gross wages earned (including for meal and rest  
23 period premiums), the total hours worked (including for those pay periods in which employees  
worked off-the-clock for onboarding, certification, trainings, and related tasks) or the correct hourly  
rates and corresponding number of hours worked, including in all pay periods where

1 DEFENDANTS were required to make payments based on a regular rate of pay/compensation  
2 calculation. The wage statements also fail to accurately reflect the wages earned and hours worked  
3 because DEFENDANTS failed to pay PLAINTIFF and the Aggrieved Employees the minimum  
4 wage for all hours and the correct rate of pay for overtime. As a result, the wage statements  
5 incorrectly list the gross wages, net wages, total hours worked, and all applicable hourly rates.

6 37. Separately, DEFENDANTS violated Labor Code section 226 because the wage  
7 statements issued by DEFENDANTS state that the name of the legal entity that is the employer is  
8 “GHC Payroll, LLC” although PLAINTIFF and the Aggrieved Employees’ personnel file  
9 documents indicate that the employer is CareerStaff Unlimited, Inc., and Genesis Administrative  
10 Services, LLC.

11 38. Based on information and belief, DEFENDANTS failed to provide a final wage  
12 statement showing the wages owed and the information required by Labor Code section 226(a) to  
13 Aggrieved Employees who were terminated or separated from employment during the PAGA  
14 Periods. As a result, DEFENDANTS committed an additional violation of Labor Code section 226  
15 with respect to every Aggrieved Employee who separated from employment during the PAGA  
16 Period.

17 39. **Inaccurate Records.** Because of the violations set forth herein, including  
18 DEFENDANTS’ failure to accurately maintain records of pay for all hours worked at the  
19 appropriate lawful rates of pay, DEFENDANTS violated Labor Code section 1174 and the  
20 applicable IWC Wage Order by failing to maintain accurate payroll records showing daily hours  
21 worked, all hourly rates in effect and hours worked at those rates, and the wages paid to each  
22 Aggrieved Employee.

23 40. Each violation of each Labor Code section and Wage Order provision, for  
PLAINTIFF and each Aggrieved Employee, results in a separate civil penalty.

41. PLAINTIFF is informed and believes that DEFENDANTS engaged in these same

1 herein described unlawful practices with regard to all of the Aggrieved Employees.

2 **FIRST CAUSE OF ACTION**

3 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**

4 **2698, *ET SEQ.***

5 **(On behalf of Plaintiff, Aggrieved Employees, and the State of California against all**  
6 **Defendants)**

7 42. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

8 **Minimum and Overtime Wage Violations**

9 43. California law provides that employees in California must be paid for all hours  
10 worked, up to 40 per week or 8 per day, at a regular rate that is no less than the mandated minimum  
11 wage. *See* Labor Code section 1197 and the applicable Wage Order. California law also provides  
12 that employees in California must be paid overtime, equal to 1.5 times the employee's regular rate  
13 of pay for all hours worked in excess of 40 hours per week or 8 hours per day and must be paid  
14 double wages for all hours worked in excess of 12 hours per day. *See* Labor Code section 510 and  
15 the applicable Wage Order section 3. Employers must pay overtime equal to double the regular  
16 hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours  
17 worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. *Ibid.*  
18 PLAINTIFF and the Aggrieved Employees regularly worked hours for which they were not  
19 compensated by DEFENDANTS as required by California law.

20 44. As alleged herein, PLAINTIFF and the Aggrieved Employees were paid were not  
21 paid all owed minimum and overtime wages for all hours worked due to mandated off-the-clock  
22 work policies and practices as described herein. Additionally, DEFENDANTS failed to pay the  
23 minimum wage mandated by San Diego Municipal Code section 39.0107, which renders them  
liable for penalties pursuant to Labor Code section 1197 and 1182.12. Moreover, DEFENDANTS  
failed to pay all overtime wages due to their failure to pay for all hours worked and their policy and

1 practice of paying below the mandated minimum wage. DEFENDANTS also failed to pay the  
2 correct overtime rate due to their failure to include all non-discretionary remuneration including  
3 but not limited to bonuses and stipends in the regular rate of pay for purposes of calculating the  
4 owed overtime rate.

5 45. As a result, PLAINTIFF may recover civil penalties on behalf of himself, the State  
6 of California and the Aggrieved Employees as provided under Labor Code section 558, 1197.1 and  
7 2699 per violation per pay period per employee, along with all other civil penalties permitted by  
8 law.

9 **Meal Period Violations**

10 46. California law requires employers to provide employees a duty-free, uninterrupted  
11 thirty (30) minute meal period when an employee works more than five (5) hours in a workday,  
12 and it must be provided within the first five (5) hours the employee works. Lab. Code § 512; and  
13 all applicable Wage Orders, § 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012)  
14 53 Cal.4th 1004. In addition, an employer may not employ an employee for a work period of more  
15 than ten (10) hours per day without providing the employee with another meal period of not less  
16 than thirty (30) minutes, and it must be provided before the end of the 10<sup>th</sup> hour of work. *Id.*

17 47. Under California Labor Code section 226.7, if the employer does not provide an  
18 employee a meal period in accordance with the above requirements, the employer shall pay the  
19 employee one (1) hour of pay at the employee's regular rate of compensation for each workday  
20 that the meal period is not provided.

21 48. PLAINTIFF and the Aggrieved Employees regularly worked periods of more than  
22 five hours in a workday. However, PLAINTIFF and the Aggrieved Employees were not provided  
23 with a timely 30-minute meal period before the end of the fifth hour of work. When  
DEFENDANTS did not provide compliant meal periods, DEFENDANTS failed to pay  
PLAINTIFF and other Aggrieved Employees a meal period premium in violation of Labor Code

1 section 226.7. To the extent DEFENDANTS paid meal period premiums, the premiums were not  
2 paid at the “regular rate of compensation” because they would have been less than the minimum  
3 wage and did not include all non-discretionary remuneration including but not limited to stipend  
4 and bonus payments.

5 49. These unlawful meal period policies and practices result in violations of Labor Code  
6 sections 226.7, 512, and all applicable wage orders, § 11. These violations subject DEFENDANTS  
7 to civil penalties under Labor Code §§ 558 and 2699, and all applicable wage orders, § 20. Each  
8 violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty,  
9 for each Aggrieved Employee for each pay period during which the referenced statutes and Wage  
10 Order provisions were violated.<sup>1</sup>

11 **Rest Period Violations**

12 50. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer  
13 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours  
14 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period  
15 “insofar as practicable.” In *Brinker v. Restaurant Corp. v. Superior Court*, 53 Cal.4<sup>th</sup> 1004 (2012),  
16 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for  
17 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shift more than 6 hours up to  
18 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at  
19 1029). The rest period requirement obligates employers to permit and authorize employees to take  
20 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish

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21 <sup>1</sup> Labor Code § 2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); Labor  
22 Code § 558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the  
23 employee was underpaid”); All applicable wage orders, § 20 (establishing that “in addition to any other civil  
penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes  
to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each  
pay period during which the employee was underpaid”) (emphasis added).

1 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5  
2 Cal.5th 257. If the employer fails to provide any required rest period, the employer must pay the  
3 employee one hour of pay at the employee's regular rate of compensation for each workday the  
4 employer did not provide at least one legally required rest period, pursuant to Labor Code section  
5 226.7.

6 51. DEFENDANTS failed to authorize or permit ten-minute rest periods for every four  
7 hours of work or major thereof as required by Labor Code section 226.7 and 516 and section 12 of  
8 the applicable IWC Wage Order.

9 52. When DEFENDANTS did not provide a fully compliant rest period to PLAINTIFF  
10 or other Aggrieved Employees, DEFENDANTS failed to pay PLAINTIFF and other Aggrieved  
11 Employees a rest period premium at the lawful "regular rate of compensation" in violation of Labor  
12 Code section 226.7.

13 53. As a result, PLAINTIFF may recover civil penalties on behalf of himself, the State  
14 of California and the Aggrieved Employees as provided under Labor Code section 2699.

#### 14 **Business Expense Violations**

15 54. California law requires employers to indemnify their employees for all necessary  
16 expenditures incurred by the employee in direct consequence of the discharge of their duties or of  
17 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and Wage Order 1-  
18 2001, § 9(b). PLAINTIFF and other Aggrieved Employees were improperly required to provide  
19 and maintain work tools that are supposed to be DEFENDANTS' responsibility. Among other  
20 things, under California law, when tools or equipment are required by the employer or are necessary  
21 to the performance of a job, such tools and equipment shall be provided and maintained by  
22 employer, except that an employee whose wages are at least two (2) times the minimum wage may  
23 be required to provide and maintain hand tools and equipment customarily required by the trade or  
craft. *See* applicable Wage Order, § 9 (b). At all relevant times hereto, DEFENDANTS shifted their

1 costs of doing business onto its employees by requiring PLAINTIFF and other Aggrieved  
2 Employees to pay for its business expenses, including but not limited to, use of their personal  
3 devices to access DEFENDANTS' GenSERV program and Workforce Portal, and/or complete  
4 virtual orientations, trainings, and complete the onboarding process (including reviewing various  
5 documents and policies). Moreover, PLAINTIFF was required to purchase and complete a  
6 certification prior to his first shift, for which he was not reimbursed.

7 55. It is a matter of undisputed law that California employers must reimburse actual costs  
8 incurred and a reasonable percentage of reoccurring costs that are necessarily incurred by an  
9 employee at work. *See generally Cochran v Schwan's Home Service, Inc.*, (2014) 228 Cal. App.  
10 4<sup>th</sup> 1137, 1140. DEFENDANTS were fully aware of the nature of the necessary costs being incurred  
11 by PLAINTIFF and the Aggrieved Employees.

12 56. Despite being aware of these business expenses, DEFENDANTS failed to reimburse  
13 PLAINTIFF and other Aggrieved Employees for such business expenses in violation of California  
14 Labor Code § 2802, which requires employers to "indemnify his or her employee for all necessary  
15 expenditures and losses incurred by employees." In turn, there constitutes a PAGA violation based  
16 on a violation of California Labor Code § 2802 and the applicable Wage Order, which entitles  
17 PLAINTIFF and the Aggrieved Employees to all civil penalties recoverable for violation of Labor  
18 Code section 2802, including those set forth in Labor Code section 2699 per violation pay period  
19 per employee, along with the recovery of attorneys' fees and costs of suit.

#### 20 **Sick Leave Violations**

21 57. DEFENDANTS violated Labor Code section 246 because they failed to provide  
22 PLAINTIFF and the Aggrieved Employees with paid sick leave in the amounts and based on the  
23 accruals required by law. California employers are required to provide paid sick leave to all  
employees. Employers have the option of providing 24 hours of paid sick leave to employees or to  
allow employees to accrue paid sick leave each pay period. Cal. Lab. Code section 246. If an

1 employer chooses the accrual method, employees must accrue sick leave at a rate of one (1) hour  
2 for every (30) hours worked in a given pay period. Cal. Lab. Code section 246(b)(1). Under the  
3 accrual method, employees must begin accruing paid sick leave at the commencement of  
4 employment. Cal. Lab. Code section 246(b)(1).

5 58. DEFENDANTS were required to pay for sick leave in accordance with one of the  
6 permissible methods in Labor Code section 246(l)(1)-(3):

7 (l) For the purposes of this section, an employer shall calculate paid sick leave  
8 using any of the following calculations:

9 (1) Paid sick time for nonexempt employees shall be calculated in the same  
10 manner as the regular rate of pay for the workweek in which the employee  
11 uses paid sick time, whether or not the employee actually works overtime in  
12 that workweek.

13 (2) Paid sick time for non-exempt employees shall be calculated by dividing  
14 the employee's total wages, not including overtime premium pay, by the  
15 employee's total hours worked in the full pay periods of the prior 90 days of  
16 employment.

17 (3) Paid sick time for exempt employees shall be calculated in the same  
18 manner as the employer calculates wages for other forms of paid leave time.

19 59. DEFENDANTS failed to provide and pay sick leave in the manner required by  
20 statute, including accrual and/or pay at the proper rate of pay for paid sick leave with respect to  
21 those Aggrieved Employees during the PAGA period.

22 60. As a result, PLAINTIFF may recover civil penalties on behalf of himself, the State  
23 of California and the Aggrieved Employees as provided under Labor Code section 2699 per  
violation per pay period per employee, along with all other civil penalties permitted by law.  
PLAINTIFF is also entitled to penalties under Labor Code section 248.5.

#### **Statutory Wage Violations**

24 61. DEFENDANTS violated Labor Code section 221, 222, and 223, which articulate the  
25 principal that all hours must be paid at the statutory rate or agreed rate and no part of this rate may  
26 be used as a credit against a minimum wage obligation. *Armenta v Osmose, Inc.*, (2005) 135 Cal.

1 App. 4<sup>th</sup> 314, 467-68.

2 62. Labor Code section 221 provides: “It shall be unlawful for any employer to collect  
3 or receive from an employee any part of wages theretofore paid by said employer to said  
4 employee.” Section 222 provides: “It shall be unlawful, in case of any wage agreement arrived at  
5 through collective bargaining either willfully or unlawfully or with intent to defraud an employee  
6 a competitor or any other person, to withhold from said employee any part of the wage agreed  
7 upon.” Section 223 provides: “Where any statute or contract requires an employer to maintain the  
8 designated wage scale, it shall be unlawfully to secretly pay a lower wage while purporting to pay  
9 the wage designated by statute or by contract.”

10 63. As described above, DEFENDANTS willfully and systematically paid PLAINTIFF  
11 and other Aggrieved Employees below minimum wage and deprived PLAINTIFF and Aggrieved  
12 Employees of all earned minimum and overtime compensation for all hours worked which resulted  
13 in the payment of less than statutorily required wages. DEFENDANTS acted with the intent to  
14 deprive them of statutory wages, including, but not limited to, overtime wages and minimum  
15 wages, to which they were entitled to under California law. Thus, DEFENDANTS paid  
16 PLAINTIFF and other Aggrieved Employees lower wages than those they were entitled to while  
17 purporting that PLAINTIFF and other Aggrieved Employees were properly paid. As a result,  
18 PLAINTIFF and other Aggrieved Employees are entitled to recover penalties, attorney’s fees,  
19 costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

20 **Semimonthly Payment Violations**

21 64. Labor Code sections 204 and 204b require payment of all wages on regularly  
22 scheduled paydays. Because DEFENDANTS failed to pay all wages in each pay period in which  
23 such wages were earned at the lawful rate, DEFENDANTS violated Labor Code section 204 and/or  
204b, which requires timely payment of wages each regular scheduled pay period. Labor Code  
section 204 requires payment of “all wages” for non-exempt employees at least twice each calendar

1 month. Labor Code section 204b applies to employees paid on a weekly basis and also requires the  
2 payment for all labor within the required pay periods.

3         65.       DEFENDANTS mandated PLAINTIFF and Aggrieved Employees to complete off-  
4 the-clock work and failed to pay the minimum wage for all hours worked. DEFENDANTS further  
5 failed to pay all earned overtime wages and failed to include all non-discretionary compensation  
6 into the regular rate of pay and/or compensation for purposes of overtime and premiums, resulting  
7 in a loss of minimum, regular, overtime, paid sick leave, and premium meal/rest wages. As such,  
8 DEFENDANTS are separately liable for not paying the full amount owed to PLAINTIFF and other  
9 Aggrieved Employees each payday in violation of Labor Code section 204 and/or 204b.

10         66.       As a result, PLAINTIFF may recover civil penalties on behalf of himself, the State  
11 of California, and the Aggrieved Employees as provided under Labor Code section 2699 per  
12 violation per pay period per employee, and under Labor Code section 210 per violation per pay  
13 period, along with all other civil penalties permitted by law.

14         **Untimely Payment of Final Wages**

15         67.       California Labor Code section 201(a) provides, in relevant part, that “[i]f an  
16 employer discharges an employee, the wages earned and unpaid at the time of discharge are due  
17 and payable immediately.” California Labor Code section 202(a) provides, in relevant part, that  
18 “[i]f an employee not having a written contract for a definite period quits his or her employment,  
19 his or her wages shall become due and payable not later than 72 hours thereafter, unless the  
20 employee has given 72 hours previous notice of his or her intention to quit, in which case the  
21 employee is entitled to his or her wages at the time of quitting.” California Labor Code section 203  
22 provides that when an employer willfully fails to pay wages owed, in accordance with sections 201  
23 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the  
same rate until paid or until an action is commenced; but the wages shall not continue for more  
than thirty (30) days.

1           68.     DEFENDANTS violated Labor Code sections 201-202 by failing to pay all wages  
2 and premiums owed upon termination of employment. This is because DEFENDANTS failed to  
3 pay for all hours worked by PLAINTIFF and other Aggrieved Employees during the PAGA Period  
4 and therefore left them with underpaid wages upon separation of employment, resulting in waiting  
5 time penalties and associated PAGA penalties. DEFENDANTS also paid below minimum wage  
6 and failed to properly pay overtime and therefore failed to timely pay all wages owed upon  
7 separation of employment. As such DEFENDANTS violated Labor Code section 201, 202, and  
8 203.

9           69.     Pursuant to Labor Code section 203, an employer that willfully fails to pay wages  
10 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty  
11 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.  
12 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code  
13 section 256. *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348; *Caliber*  
*Bodyworks, Inc. v. Superior Court* (2005) 134 Cal.App.4th 365.

14           **Wage Statement Violations**

15           70.     Labor Code section 226 requires every employer semi-monthly or at the time of each  
16 payment of wages to furnish its employees with an accurate itemized wage statement in writing  
17 that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3)  
18 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a  
19 piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for  
20 which the employee is paid; (7) the name of the employee and only the last four digits of his or her  
21 social security number or an employee identification number other than a social security number;  
22 (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates  
23 in effect during the pay period and the corresponding number of hours worked at each hourly rate.  
Lab. Code § 226.

1           71.     DEFENDANTS issues wage statements that did not accurately reflect the net or  
2 gross wages earned (including meal and rest period premiums), the total hours worked due to  
3 mandated off-the-clock work, or the correct hourly rates and corresponding number of hours  
4 worked, including in all pay periods in which DEFENDANTS were required to make payments  
5 based on the regular rate of pay/compensation calculation. On information and belief,  
6 DEFENDANTS also failed to provide a final wage statement showing the wages owed and the  
7 information required by Labor Code section 226(a).

8           72.     Moreover, DEFENDNATS issued wage statements that failed to list the correct name  
9 of the legal entity that is the employer.

10          73.     As a result, PLAINTIFF and Aggrieved Employees have suffered injury as they  
11 could not easily determine whether they received all wages owed to them. Moreover, as a result of  
12 DEFENDNATS' failure to list the correct legal entity that is the employer, PLAINTIFF and the  
13 Aggrieved Employees have suffered injury as there was confusion as to which entity to contact  
14 regarding any questions(s) they had about wages paid and unpaid.

15          74.     As a result, these violations subject DEFENDANTS to civil penalties under Labor  
16 Code § 226.3. Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for  
17 each pay period during which the statute provisions were violated. <sup>2</sup>

18                   **Failure to Keep Accurate Records**

19          75.     Due to the above violations, DEFENDANTS violated Labor Code section 1174 and  
20 1776. California Labor Code § 1174 requires employers to keep “accurate and complete” payroll  
21 records showing, among other things, the hours worked daily by all non-exempt employees.  
22 Because DEFENDANTS failed to accurately maintain records of pay for all hours worked at the  
23 appropriate lawful rate of pay, DEFENDANTS violated Labor Code section 1174 and the Wage

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<sup>2</sup> Labor Code § 226.3 (establishing that the civil penalty is “per employee per violation”).

1 Orders by failing to maintain accurate payroll records showing daily hours worked, all hourly rates  
2 in effect and hours worked at those rates, and the wages paid to each employee.

3 76. As a result, DEFENDANTS are liable for a civil penalty of \$500 per Aggrieved  
4 Employee pursuant to Labor Code section 1174.5.

5 77. Under the provisions of PAGA and the above mentioned Labor Code sections,  
6 including but not limited to Labor Code section 201-202, 203, 226, 226.3, 226.7, 246, 248.5, 256,  
7 510 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2699, 2802, and all applicable Wage Orders  
8 as well as all interpretations of these laws by California Courts and administrative bodies, as well  
9 as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following  
10 penalties:

- 11 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the  
12 relevant California Labor Code provisions listed herein only if permitted by the  
13 PAGA statute, pursuant to Labor Code section 2699(a); and
- 14 b. Default PAGA penalties for any violation of the enumerated list of Labor Code  
15 violations without a civil penalty recoverable under the PAGA, all in the default  
16 amounts provided by Labor Code section 2699(f).
- 17 c. The proper measure of penalties under PAGA is the number of violations,  
18 whether those violations were committed as against PLAINTIFF or any  
19 Aggrieved Employee, whether a party to this action or not.

20 78. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,  
21 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

### 22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of himself,  
the State of California, and the Aggrieved Employees:

- 1           1.       For civil penalties under Labor Code Section 2699 (75% payable to the LWDA and  
2 25% payable to Aggrieved Employees);  
3           2.       For reasonable attorney's fees and costs of suit; and  
4           3.       For such other and further relief that the Court deems just and proper.

5  
6 Dated: January 25, 2022

**CROSNER LEGAL, P.C.**

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8   
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