

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

SUSANA CUELLAR, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

THE RITZ-CARLTON HOTEL COMPANY,
L L C, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. **CVPS2200395**

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.*, for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
221, 226(a), 226.7, 227.3, 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 Susana Cuellar (“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 Defendant The Ritz-Carlton Hotel Company,
8 L L C (“DEFENDANT”) seeking only to recover PAGA civil penalties for herself, and on
9 behalf of all current and former aggrieved employees that worked for DEFENDANT.
10 PLAINTIFF does **not seek to recover anything other than penalties as permitted by**
11 **California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage
12 violations, PLAINTIFF does not seek underlying general and/or special damages for those
13 violations, but simply the civil penalties permitted by California Labor Code § 2699.

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

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

22 **THE PARTIES**

23 4. Defendant The Ritz-Carlton Hotel Company, L L C (“DEFENDANT”) is a
24 limited liability company that at all relevant times mentioned herein conducted and continues
25 to conduct substantial business in the state of California.

26 5. DEFENDANT operates the luxury hotel chain known as The Ritz-Carlton.

27 6. PLAINTIFF was employed by DEFENDANT in California from June of 2017 to
28

1 October of 2021 and was at all times classified by DEFENDANT as a non-exempt employee,
2 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
3 of minimum and overtime wages due for all time worked.

4 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
5 the requirements and exhaust the administrative procedures under the Private Attorney General
6 Act, brings this Representative Action on behalf of the State of California with respect to herself
7 and all individuals who are or previously were employed by DEFENDANT in California and
8 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period
9 of October 29, 2020 until a date as determined by the Court (the "PAGA PERIOD").

10 8. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
11 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
12 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
13 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3,
14 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title
15 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s) and thereby gives
16 rise to civil penalties as a result of such conduct.¹ Based upon the foregoing, PLAINTIFF and
17 all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code
18 § 2699, *et seq.*

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

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

1 caused the injuries and damages hereinafter alleged.

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

10 THE CONDUCT

11
12 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
13 required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all their time worked,
14 meaning the time during which an employee is subject to the control of an employer, including
15 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
16 and AGGRIEVED EMPLOYEES to work without paying them for all the time they were under
17 DEFENDANT's control. Among other things, DEFENDANT required PLAINTIFF to work
18 while clocked out during what was supposed to be PLAINTIFF's off-duty meal break.
19 PLAINTIFF was from time to time interrupted by work assignments while clocked out for what
20 should have been PLAINTIFF's off-duty meal break. PLAINTIFF and other AGGRIEVED
21 EMPLOYEES also worked off the clock with respect to time spent undergoing mandatory drug
22 testing or any other testing and/or examination required as a condition of employment.
23 DEFENDANT, as a matter of established company policy and procedure, administered a
24 uniform practice of rounding the actual time worked and recorded by PLAINTIFF and other
25 AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course
26 of their employment, PLAINTIFF and other AGGRIEVED EMPLOYEES were paid less than
27 they would have been paid had they been paid for actual recorded time rather than "rounded"
28 time. Additionally, DEFENDANT engaged in the practice of requiring PLAINTIFF and other

1 AGGRIEVED EMPLOYEES to perform work off the clock in that DEFENDANT, as a
2 condition of employment, required these employees to submit to mandatory temperature checks
3 and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's
4 timekeeping system for the workday. Further, during the PAGA PERIOD, DEFENDANT
5 engaged in the uniform and systematic practice of requiring PLAINTIFF and the AGGRIEVED
6 EMPLOYEES to perform work off-the-clock for which they were not compensated for.
7 DEFENDANT failed to accurately record and pay PLAINTIFF and the other AGGRIEVED
8 EMPLOYEES for all time worked, including overtime worked, after their scheduled shift
9 ended. Specifically, at the end of these employees' shifts DEFENDANT required PLAINTIFF
10 and other AGGRIEVED EMPLOYEES to clock out of DEFENDANT's timekeeping system
11 and then submit to a loss prevention inspection or "bag check" by a member of DEFENDANT's
12 management team. The time PLAINTIFF and other AGGRIEVED EMPLOYEES spent
13 waiting for and submitting themselves to these bag checks constituted compensable work time.
14 DEFENDANT failed to compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES
15 for any of their time spent working during these bag checks. As a result, the PLAINTIFF and
16 the other AGGRIEVED EMPLOYEES forfeited time worked by working after the end of their
17 scheduled shift without their time worked on post-shift duties being correctly recorded and
18 without compensation being paid for all hours worked, including overtime worked. As a result,
19 PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited minimum wage, overtime wage
20 compensation, and off-duty meal breaks by working without their time being correctly recorded
21 and without compensation at the applicable rates. DEFENDANT's policy and practice not to
22 pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked, is evidenced by
23 DEFENDANT's business records.

24 12. 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.

28 13. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'

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

15 14. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED
16 EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks
17 and were not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED
18 EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT
19 for more than five (5) hours during some shifts without receiving a meal break. Further,
20 DEFENDANT from time to time failed to provide PLAINTIFF and other AGGRIEVED
21 EMPLOYEES with a second off-duty meal period for some workdays in which these employees
22 were required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engaged
23 in the practice of rounding the meal period times to avoid paying penalties to PLAINTIFF and
24 other AGGRIEVED EMPLOYEES. PLAINTIFF and other AGGRIEVED EMPLOYEES
25 therefore forfeit meal breaks without additional compensation and in accordance with
26 DEFENDANT's corporate policy and practice.

27 15. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
28 were also required from time to time to work in excess of four (4) hours without being provided

1 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
2 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
3 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
4 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
5 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
6 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
7 wages in lieu thereof. Additionally, the applicable California Wage Order requires employers
8 to provide employees with off-duty rest periods, which the California Supreme Court defined
9 as time during which an employee is relieved from all work related duties and free from
10 employer control. In so doing, the Court held that the requirement under California law that
11 employers authorize and permit all employees to take rest period means that employers must
12 relieve employees of all duties and relinquish control over how employees spend their time
13 which includes control over the locations where employees may take their rest period.
14 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
15 minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other
16 AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on
17 DEFENDANT's rule which states PLAINTIFF and other AGGRIEVED EMPLOYEES cannot
18 leave the work premises during their rest period.

19 16. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
20 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
21 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
22 DEFENDANT was required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for
23 all time worked, meaning the time during which an employee was subject to the control of an
24 employer, including all the time the employee was permitted or suffered to permit this work.
25 DEFENDANT required these employees to work off the clock without paying them for all the
26 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
27 known that PLAINTIFF and the other AGGRIEVED EMPLOYEES were under compensated
28 for all time worked. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited

1 time worked by working without their time being accurately recorded and without compensation
2 at the applicable minimum wage and overtime wage rates. To the extent that the time worked
3 off the clock does not qualify for overtime premium payment, DEFENDANT fails to pay
4 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
5 1197, and 1197.1.

6 17. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
7 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed
8 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
9 provides that every employer shall furnish each of his or her employees with an accurate
10 itemized wage statement in writing showing, among other things, gross wages earned and all
11 applicable hourly rates in effect during the pay period and the corresponding amount of time
12 worked at each hourly rate. Specifically, DEFENDANT violated Cal. Lab. Code Section
13 226(a)(8) by failing to correctly list the correct legal entity that was the employer of
14 PLAINTIFF and other AGGRIEVED EMPLOYEES. Aside, from the violations listed above
15 in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
16 lists all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT
17 from time to time provided PLAINTIFF and the other AGGRIEVED EMPLOYEES with wage
18 statements which violated Cal. Lab. Code § 226.

19 18. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
20 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
21 wages are paid not more than seven calendar days following the close of the payroll period.
22 Cal. Lab. Code § 210 provides:

23 [I]n addition to, and entirely independent and apart from, any other penalty provided in
24 this article, every person who fails to pay the wages of each employee as provided in
25 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
26 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
for each failure to pay each employee, plus 25 percent of the amount unlawfully
withheld.

27 19. DEFENDANT from time to time failed to pay PLAINTIFF and other
28 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in

1 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Retro” wage
2 payment.

3 20. 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 earn non-
6 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
7 underpaid sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates
8 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 which increased their regular rate of pay. However, when
16 sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and other AGGRIEVED
17 EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab.
18 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 PLAINTIFF and other AGGRIEVED EMPLOYEES whose employment has separated are
24 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

25 24. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
26 to collect or receive from an employee any part of wages theretofore paid by said employer to
27 said employee.” DEFENDANT failed to pay all compensation due to PLAINTIFF and other
28 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to

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

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

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

25 27. All of the conduct and violations alleged herein occurred during the
26 PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not
27 affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
28 that affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*

1 2018 AJDAR 12157 (Certified for Publication 12/19/18).

2 **JURISDICTION AND VENUE**

3 28. This Court has jurisdiction over this Action pursuant to California Code of Civil
4 Procedure, Section 410.10.

5 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
6 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
7 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
8 in this County and/or conducts substantial business in this County, and (ii) committed the
9 wrongful conduct herein alleged in this County against PLAINTIFF and other AGGRIEVED
10 EMPLOYEES.

11 **FIRST CAUSE OF ACTION**

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

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

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

15 30. PLAINTIFF incorporates by reference, as though fully set forth herein, the prior
16 paragraphs of this Complaint.

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

27 32. PLAINTIFF, and such persons that may be added from time to time who satisfy
28 the requirements and exhaust the administrative procedures under the Private Attorney General

1 Act, brings this Representative Action on behalf of the State of California with respect to herself
2 and all individuals who are or previously were employed by DEFENDANT in California and
3 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period
4 of October 29, 2020 until a date as determined by the Court (the "PAGA PERIOD").

5 33. On October 29, 2021, PLAINTIFF gave written notice by electronic mail to the
6 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
7 employer of the specific provisions of this code alleged to have been violated as required by
8 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations to
9 the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
10 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of
11 the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

12 34. The policies, acts and practices heretofore described were and are an unlawful
13 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other
14 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
15 and provide legally required meal and rest periods, (c) failed to pay overtime wages and sick
16 pay wages, (d) failed to pay minimum wages, (e) failed to reimburse for required expenses, and
17 (f) failed to provide wages when due, all in violation of the applicable Labor Code sections
18 listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 510, 512,
19 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
20 11040, Subdivision 5(A)-(B), and the applicable Industrial Wage Order(s), and thereby gives
21 rise to civil penalties as a result of such conduct.² PLAINTIFF hereby seeks recovery of only
22 civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
23 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and
24 the other AGGRIEVED EMPLOYEES.

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28 ²Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
3 severally, as follows:

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

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

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

10
11 Dated: January 27, 2022 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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14 By: /s/ Norman Blumenthal
Norman B. Blumenthal

15 Attorneys for Plaintiff
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