

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

Assigned For All Purposes

Judge James J. Di Cesare

c-16

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE COUNTY

JACKQUELINE MITCHELL, on behalf of
the State of California, as a private
attorney general,

Plaintiff,

vs.

ACTIVCARE LIVING, INC., a California
Corporation; ACTIVCARE LIVING OF
CALIFORNIA, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 30-2022-01247402-CU-OE-CXC

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
221, 226(a), 226.7, 227.3, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision 5(A)-
(B), and the applicable Wage Order(s).

1 Plaintiff Jacqueline Mitchell (“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 Activcare Living, Inc. and
8 Activcare Living of California, Inc. (referred to as “DEFENDANT”) seeking only to recover
9 PAGA civil penalties for herself, and on behalf of all current and former aggrieved employees
10 that worked for DEFENDANT. PLAINTIFF does **not seek to recover anything other than**
11 **penalties as permitted by California Labor Code § 2699.** To the extent that statutory
12 violations are mentioned for wage violations, PLAINTIFF does not seek underlying general
13 and/or special damages for those violations, but simply the civil penalties permitted by
14 California Labor Code § 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 Activcare Living, Inc. is a California corporation that at all relevant
25 times mentioned herein conducted and continues to conduct substantial business in the state of
26 California.
27

28 5. Defendant Activcare Living of California, Inc. is a California corporation that at

1 all relevant times mentioned herein conducted and continues to conduct substantial business in
2 the state of California.

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

7 7. DEFENDANT develops, builds and operates specially designed memory care
8 communities.

9 8. PLAINTIFF was employed by DEFENDANT in California from August of 2019
10 to October of 2021 and was at all times classified by DEFENDANT as a non-exempt employee,
11 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
12 of minimum and overtime wages due for all time worked.

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 herself
16 and all individuals who are or previously were employed by Activcare Living, Inc. and/or
17 Activcare Living of California, Inc. in California and classified as non-exempt employees
18 ("AGGRIEVED EMPLOYEES") during the time period of October 8, 2020 until a date as
19 determined by the Court (the "PAGA 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, 227.3,
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.*

28 11. The true names and capacities, whether individual, corporate, subsidiary,

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

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

17 **THE CONDUCT**

18 13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
19 required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all their time worked,
20 meaning the time during which an employee is subject to the control of an employer, including
21 all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF
22 and other AGGRIEVED EMPLOYEES to work without paying them for all the time they are
23 under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to
24 work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break.
25 PLAINTIFF is from time to time interrupted by work assignments while clocked out for what
26 should be PLAINTIFF's off-duty meal break. PLAINTIFF and other AGGRIEVED
27 EMPLOYEES also worked off the clock with respect to time spent undergoing mandatory drug
28 testing or any other testing and/or examination required as a condition of employment.

1 DEFENDANT, as a matter of established company policy and procedure, administers a uniform
2 practice of rounding the actual time worked and recorded by PLAINTIFF and other
3 AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course
4 of their employment, PLAINTIFF and other AGGRIEVED EMPLOYEES are paid less than
5 they would have been paid had they been paid for actual recorded time rather than “rounded”
6 time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFF and other
7 AGGRIEVED EMPLOYEES to perform work off the clock in that DEFENDANT, as a
8 condition of employment, required these employees to submit to mandatory temperature checks
9 and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT’s
10 timekeeping system for the workday. As a result, PLAINTIFF and other AGGRIEVED
11 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal breaks
12 by working without their time being correctly recorded and without compensation at the
13 applicable rates. DEFENDANT’s policy and practice not to pay PLAINTIFF and other
14 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT’s business
15 records.

16 14. State law provides that employees must be paid overtime and meal and rest break
17 premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and other
18 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied
19 to specific elements of an employee’s performance.

20 15. The second component of PLAINTIFF’s and other AGGRIEVED EMPLOYEES’
21 compensation is DEFENDANT’s non-discretionary incentive program that paid PLAINTIFF
22 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
23 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
24 hourly basis with incentive compensation when the employees met the various performance
25 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
26 overtime and meal and rest break premiums to PLAINTIFF and other AGGRIEVED
27 EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the
28 employees’ “regular rate of pay” for purposes of calculating overtime pay and meal and rest

1 break premium pay. Management and supervisors described the incentive program to potential
2 and new employees as part of the compensation package. As a matter of law, the incentive
3 compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be
4 included in the “regular rate of pay.” The failure to do so has resulted in a underpayment of
5 overtime compensation and meal and rest break premiums to PLAINTIFF and other
6 AGGRIEVED EMPLOYEES by DEFENDANT.

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

19 17. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
20 were also required from time to time to work in excess of four (4) hours without being provided
21 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
22 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
23 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
24 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
25 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
26 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
27 wages in lieu thereof. Additionally, the applicable California Wage Order requires employers
28 to provide employees with off-duty rest periods, which the California Supreme Court defined

1 as time during which an employee is relieved from all work related duties and free from
2 employer control. In so doing, the Court held that the requirement under California law that
3 employers authorize and permit all employees to take rest period means that employers must
4 relieve employees of all duties and relinquish control over how employees spend their time
5 which includes control over the locations where employees may take their rest period.
6 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
7 minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other
8 AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on
9 DEFENDANT's rule which states PLAINTIFF and other AGGRIEVED EMPLOYEES cannot
10 leave the work premises during their rest period.

11 18. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
12 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
13 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
14 DEFENDANT was required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for
15 all time worked, meaning the time during which an employee was subject to the control of an
16 employer, including all the time the employee was permitted or suffered to permit this work.
17 DEFENDANT required these employees to work off the clock without paying them for all the
18 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
19 known that PLAINTIFF and the other AGGRIEVED EMPLOYEES were under compensated
20 for all time worked. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited
21 time worked by working without their time being accurately recorded and without compensation
22 at the applicable minimum wage and overtime wage rates. To the extent that the time worked
23 off the clock does not qualify for overtime premium payment, DEFENDANT fails to pay
24 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
25 1197, and 1197.1.

26 19. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
27 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed
28 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226

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

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

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

27 21. 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
accordance with Cal. Lab. Code § 204(d), including but not limited to the “Retro Pay Flat” wage
payment.

22. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED

1 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
2 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earned non-
3 discretionary remuneration, including but not limited to, incentives, shift differential pay, and
4 bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick pay
5 to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates of pay. As a result
6 of violating Labor Code Section 246 by failing to pay sick pay at the regular rate of pay,
7 DEFENDANT failed to pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages due
8 to them upon termination and now owe waiting time penalties pursuant to Cal. Lab. Code
9 Sections 201-203.

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

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

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

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

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

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

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

26 29. All of the conduct and violations alleged herein occurred during the PAGA
27 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
28 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that

1 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018.

2 **JURISDICTION AND VENUE**

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

5 31. Venue is proper in this Court pursuant to California Code of Civil Procedure,
6 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
7 employs AGGRIEVED EMPLOYEES across California, including in this County, and
8 committed the wrongful conduct herein alleged in this County against AGGRIEVED
9 EMPLOYEES.

10 **FIRST CAUSE OF ACTION**

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

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

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

14 32. PLAINTIFF realleges and incorporates by this reference, as though fully set
15 forth herein, the prior paragraphs of this Complaint.

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

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

1 Attorney General Act, brings this Representative Action on behalf of the State of California
2 with respect to herself and all individuals who are or previously were employed by
3 Activcare Living, Inc. and/or Activcare Living of California, Inc. in California and
4 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
5 AGGRIEVED EMPLOYEES of October 8, 2020 until a date as determined by the Court
6 (the "PAGA PERIOD").

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

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

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 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 Dated: February 25, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
11 LLP

12
13 By: /s/ Nicholas De Blouw

14 Nicholas J. De Blouw
15 Attorneys for Plaintiff
16
17
18
19
20
21
22
23
24
25
26
27
28