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Superior Court Of California,
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Whitaker
By _____, Deputy
Case Number:
34-2022-00316065

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

DEXTER GREEN, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

OSL RETAIL SERVICES CORP., a
Corporation; OSL RETAIL SERVICES
CALIFORNIA LLC, a California Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. _____

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), California Code of Regulations, Title
8, Section 1 1070(14) (Failure to Provide
Seating), and the applicable Wage
Order(s).

BY FAX

1 Plaintiff Dexter Green (“PLAINTIFF”), on behalf of the people of the State of California
2 and as an “aggrieved employee” acting as a private attorney general under the Labor Code
3 Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information
4 and belief, except for his own acts and knowledge which are based on personal knowledge, the
5 following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendants OSL Retail Services Corp. and
8 OSL Retail Services California LLC (referred to as “DEFENDANT”) seeking only to recover
9 PAGA civil penalties for himself, 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 himself 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 OSL Retail Services Corp. is a Corporation that at all relevant times
25 mentioned herein conducted and continues to conduct substantial business in the state of
26 California.

27 5. Defendant OSL Retail Services California LLC is a California Limited Liability
28

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

3 6. OSL Retail Services Corp. and OSL Retail Services California LLC were the joint
4 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 is a company developing a customer acquisition platform that
8 connects people to brands through sales and service.

9 8. PLAINTIFF was employed by DEFENDANT in California from April of 2021
10 to December of 2021 and was at all times classified by DEFENDANT as a non-exempt
11 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
12 payment 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
16 himself and all individuals who are or previously were employed by OSL Retail Services Corp.
17 and/or OSL Retail Services California LLC in California and classified as non-exempt
18 employees (“AGGRIEVED EMPLOYEES”) during the time period of November 8, 2020 until
19 a date as determined by the Court (the “PAGA PERIOD”).

20 10. PLAINTIFF, on behalf of himself 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), California Code of Regulations, Title 8, Section 1
26 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s). Based upon the
27 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within
28 the meaning of Labor Code § 2699, *et seq.*

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

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

18 **THE CONDUCT**

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

1 testing or any other testing and/or examination required as a condition of employment.
2 DEFENDANT, as a matter of established company policy and procedure, administers a uniform
3 practice of rounding the actual time worked and recorded by PLAINTIFF and other
4 AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course
5 of their employment, PLAINTIFF and other AGGRIEVED EMPLOYEES are paid less than
6 they would have been paid had they been paid for actual recorded time rather than “rounded”
7 time. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeit minimum wage,
8 overtime wage compensation, and off-duty meal breaks by working without their time being
9 correctly recorded and without compensation at the applicable rates. DEFENDANT’s policy
10 and practice not to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time
11 worked, is evidenced by DEFENDANT’s business records.

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

16 15. The second component of PLAINTIFF’s and other AGGRIEVED EMPLOYEES’
17 compensation is DEFENDANT’s non-discretionary incentive program that paid PLAINTIFF
18 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
19 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
20 hourly basis with incentive compensation when the employees met the various performance
21 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
22 overtime and meal and rest break premiums to PLAINTIFF and other AGGRIEVED
23 EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the
24 employees’ “regular rate of pay” for purposes of calculating overtime pay and meal and rest
25 break premium pay. Management and supervisors described the incentive program to potential
26 and new employees as part of the compensation package. As a matter of law, the incentive
27 compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be
28 included in the “regular rate of pay.” The failure to do so has resulted in a underpayment of

1 overtime compensation and meal and rest break premiums to PLAINTIFF and other
2 AGGRIEVED EMPLOYEES by DEFENDANT.

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

15 17. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
16 were also required from time to time to work in excess of four (4) hours without being provided
17 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
18 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
19 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
20 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
21 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
22 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
23 wages in lieu thereof. Additionally, the applicable California Wage Order requires employers
24 to provide employees with off-duty rest periods, which the California Supreme Court defined
25 as time during which an employee is relieved from all work related duties and free from
26 employer control. In so doing, the Court held that the requirement under California law that
27 employers authorize and permit all employees to take rest period means that employers must
28 relieve employees of all duties and relinquish control over how employees spend their time

1 which includes control over the locations where employees may take their rest period.
2 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
3 minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other
4 AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on
5 DEFENDANT's rule which states PLAINTIFF and other AGGRIEVED EMPLOYEES cannot
6 leave the work premises during their rest period.

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

22 19. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
23 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed
24 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
25 provides that every employer shall furnish each of his or her employees with an accurate
26 itemized wage statement in writing showing, among other things, gross wages earned and all
27 applicable hourly rates in effect during the pay period and the corresponding amount of time
28 worked at each hourly rate. PLAINTIFF and other AGGRIEVED EMPLOYEES were paid on

1 an hourly basis. As such, the wage statements should reflect all applicable hourly rates during
2 the pay period and the total hours worked, and the applicable pay period in which the wages
3 were earned pursuant to California Labor Code Section 226(a). The wage statements
4 DEFENDANT provided to PLAINTIFF and other AGGRIEVED EMPLOYEES failed to
5 identify such information. More specifically, the wage statements failed to identify the accurate
6 total hours worked each pay period. When the hours shown on the wage statements were added
7 up, they did not equal the actual total hours worked during the pay period. Aside, from the
8 violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an
9 itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*
10 As a result, DEFENDANT from time to time provided PLAINTIFF and the other AGGRIEVED
11 EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

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

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

23 21. DEFENDANT from time to time failed to pay PLAINTIFF and other
24 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
25 accordance with Cal. Lab. Code § 204(d).

26 22. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
27 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
28 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-
discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
underpaid sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates
of pay.

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

5 24. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
6 the regular rate of pay. PLAINTIFF and other AGGRIEVED EMPLOYEES routinely earned
7 non-discretionary incentive wages which increased their regular rate of pay. However, when
8 sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and other AGGRIEVED
9 EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab.
10 Code Section 246.

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

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

25 27. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
26 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
27 incurred by the PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
28 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section

1 2802, employers are required to indemnify employees for all expenses incurred in the course
2 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
3 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
4 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
5 directions of the employer, even though unlawful, unless the employee, at the time of obeying
6 the directions, believed them to be unlawful."

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

17 29. Further, PLAINTIFF alleges that the sales counters in DEFENDANT's California
18 stores are generally similar in their layout and design and that there is ample space behind each
19 counter area to allow for the presence and use of a stool or seat by DEFENDANT's non-exempt
20 employees during the performance of their work duties. DEFENDANT's non-exempt
21 employees working at DEFENDANT's locations spend a very substantial portion, and, in many
22 workdays, the vast majority of their working time behind these counters. The nature of the sales
23 position can reasonably be accomplished while using a seat/stool.

24 30. In violation of the applicable sections of the California Labor Code and the
25 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
26 DEFENDANT as a matter of company policy, practice and procedure, intentionally, knowingly
27 and systematically failed to provide PLAINTIFF and the other AGGRIEVED EMPLOYEES
28 suitable seating when the nature of these employees' work reasonably permitted sitting.

1 31. DEFENDANT knew or should have known that PLAINTIFF and other
2 AGGRIEVED EMPLOYEES were entitled to suitable seating and/or were entitled to sit when
3 it did not interfere with the performance of their duties, and that DEFENDANT did not provide
4 suitable seating and/or did not allow them to sit when it did not interfere with the performance
5 of their duties.

6 32. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
7 EMPLOYEES, DEFENDANT violated California Labor Code Section 1198 and Wage Order
8 4-2001, Section 14 by failing to provide suitable seats.

9 33. All of the conduct and violations alleged herein occurred during the PAGA
10 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
11 PLAINTIFF during the PAGA PERIOD , PLAINTIFF seeks penalties for those violations that
12 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018.

13 **JURISDICTION AND VENUE**

14 34. This Court has jurisdiction over this Action pursuant to California Code of Civil
15 Procedure, Section 410.10.

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

22 **FIRST CAUSE OF ACTION**

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

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

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

26 36. PLAINTIFF realleges and incorporates by this reference, as though fully set
27 forth herein, the prior paragraphs of this Complaint.
28

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

11 38. PLAINTIFF, and such persons that may be added from time to time who
12 satisfy the requirements and exhaust the administrative procedures under the Private
13 Attorney General Act, brings this Representative Action on behalf of the State of California
14 with respect to himself and all individuals who are or previously were employed by
15 OSL Retail Services Corp. and/or OSL Retail Services California LLC in California and
16 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
17 period of November 8, 2020 until a date as determined by the Court (the "PAGA PERIOD").

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

25 40. The policies, acts and practices heretofore described were and are an unlawful
26 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
27 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
28 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,

1 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse for required
2 expenses, (f) failed to pay wages when due, and (g) failed to provide suitable seating, all in
3 violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204
4 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
5 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
6 California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and
7 the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
8 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
9 Labor Code Private Attorney General Act of 2004 as the representative of the State of
10 California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED
11 EMPLOYEES.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
14 severally, as follows:

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

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

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

21 Dated: February 24, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
22 LLP

23
24 By:


Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff

25
26
27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).