

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (State Bar #068687)

3 Kyle R. Nordrehaug (State Bar #205975)

4 Aparajit Bhowmik (State Bar #248066)

5 Nicholas J. De Blouw (State Bar #280922)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF SACRAMENTO**

14 NINA MCPHERSON and DOREEN HUPP,
15 on behalf of the State of California, as
16 private attorney generals,

17 Plaintiffs,

18 vs.

19 GENERAL LOGISTICS SYSTEMS US,
20 INC., a California Corporation; and DOES 1
21 through 50, inclusive,

22 Defendants.

Case No. 34-2022-00318236

**FIRST AMENDED 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, 351, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision 5(A)-
(B), and the applicable Wage Order(s).

BY FAX

1 Plaintiffs Nina Mcpherson and Doreen Hupp ("PLAINTIFFS"), on behalf of the people
2 of the State of California and as "aggrieved employees" acting as private attorney generals
3 under the Labor Code Private Attorney General Act of 2004, § 2699, *et seq.* ("PAGA") only,
4 allege on information and belief, except for their own acts and knowledge which are based on
5 personal knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFFS bring this action against General Logistics Systems US, Inc.
8 ("DEFENDANT") seeking only to recover PAGA civil penalties for themselves, and on behalf
9 of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFFS
10 do not seek to recover anything other than penalties as permitted by California Labor
11 Code § 2699. To the extent that statutory violations are mentioned for wage violations,
12 PLAINTIFFS do not seek underlying general and/or special damages for those violations, but
13 simply the civil penalties permitted by California Labor Code § 2699.

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

17 3. Accordingly, PLAINTIFFS seek 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 General Logistics Systems US, Inc. ("DEFENDANT") is a California
24 Corporation that at all relevant times mentioned herein conducted and continues to conduct
25 substantial business in the state of California.

26 5. DEFENDANT provides ground and overnight delivery services.

27 6. Plaintiff Mcpherson was employed by DEFENDANT in California from February
28

1 of 2010 to October of 2021 and was at all times classified by DEFENDANT as a non-exempt
2 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
3 payment of minimum and overtime wages due for all time worked.

4 7. Plaintiff Hupp was employed by DEFENDANT in California from 2010 to
5 October of 2021 and was at all times classified by DEFENDANT as a non-exempt employee,
6 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
7 of minimum and overtime wages due for all time worked.

8 8. PLAINTIFFS, and such persons that may be added from time to time who satisfy
9 the requirements and exhaust the administrative procedures under the Private Attorney General
10 Act, bring this Representative Action on behalf of the State of California with respect to
11 themselves and all individuals who are or previously were employed by DEFENDANT in
12 California and who were classified as non-exempt employees but excluding employees who
13 were employed as drivers ("AGGRIEVED EMPLOYEES") during the time period of January
14 14, 2021 until a date as determined by the Court (the "PAGA PERIOD").

15 9. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES
16 presently or formerly employed by DEFENDANT during the PAGA PERIOD, bring this
17 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
18 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221,
19 226(a), 226.7, 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
20 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
21 Order(s). Based upon the foregoing, PLAINTIFFS and all AGGRIEVED EMPLOYEES are
22 aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

23 10. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
25 unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious names
26 pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint
27 to allege the true names and capacities of Does 1 through 50, inclusive, when they are
28 ascertained. PLAINTIFFS are informed and believe, and based upon that information and

1 belief allege, that the Defendants named in this Complaint, including DOES 1 through 50,
2 inclusive, are responsible in some manner for one or more of the events and happenings that
3 proximately caused the injuries and damages hereinafter alleged.

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

12 THE CONDUCT

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

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

12 13. 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." PLAINTIFFS and the
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 14. The second component of PLAINTIFFS' and the AGGRIEVED EMPLOYEES'
17 compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFFS
18 and the 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 PLAINTIFFS and the 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 PLAINTIFFS and the AGGRIEVED EMPLOYEES must be included
28 in the "regular rate of pay." The failure to do so has resulted in a underpayment of overtime

1 compensation and meal and rest break premiums to PLAINTIFFS and the AGGRIEVED
2 EMPLOYEES by DEFENDANT.

3 15. As a result of their rigorous work schedules, PLAINTIFFS and the 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. PLAINTIFFS and the 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 PLAINTIFFS and the 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 PLAINTIFFS and
12 the AGGRIEVED EMPLOYEES. PLAINTIFFS and the AGGRIEVED EMPLOYEES
13 therefore forfeit meal breaks without additional compensation and in accordance with
14 DEFENDANT's corporate policy and practice.

15 16. During the PAGA PERIOD, PLAINTIFFS and the 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 PLAINTIFFS and the 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 PLAINTIFFS and the
4 AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on
5 DEFENDANT's rule which states PLAINTIFFS and the AGGRIEVED EMPLOYEES cannot
6 leave the work premises during their rest period.

7 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
8 PLAINTIFFS and the 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 PLAINTIFFS and the AGGRIEVED EMPLOYEES for all
11 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 PLAINTIFFS and the AGGRIEVED EMPLOYEES were under compensated for
16 all time worked. As a result, PLAINTIFFS and the AGGRIEVED EMPLOYEES forfeited time
17 worked by working without their time being accurately recorded and without compensation at
18 the applicable minimum wage and overtime wage rates. To the extent that the time worked off
19 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay minimum
20 wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and
21 1197.1.

22 18. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
23 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
24 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. PLAINTIFFS and the 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 PLAINTIFFS and the 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 in violation of Cal.
8 Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT
9 failed to issue to PLAINTIFFS an itemized wage statement that lists all the requirements under
10 California Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provided
11 PLAINTIFFS and the AGGRIEVED EMPLOYEES with wage statements which violated Cal.
12 Lab. Code § 226.

13 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
14 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
15 wages are paid not more than seven (7) calendar days following the close of the payroll period.
16 Cal. Lab. Code § 210 provides:

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

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

27 21. DEFENDANT underpaid sick pay wages to PLAINTIFFS and the AGGRIEVED
28 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
Code Section 246. Specifically, PLAINTIFFS 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 PLAINTIFFS and the AGGRIEVED EMPLOYEES at their base rates of

1 pay.

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

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

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

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

26 26. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
27 PLAINTIFFS and the AGGRIEVED EMPLOYEES for required business expenses incurred
28 by the PLAINTIFFS and the AGGRIEVED EMPLOYEES in direct consequence of discharging

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

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

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

23 JURISDICTION AND VENUE

24 29. This Court has jurisdiction over this Action pursuant to California Code of Civil
25 Procedure, Section 410.10.

26 30. Venue is proper in this Court pursuant to California Code of Civil Procedure,
27 Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANT and
28

1 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
2 in this County and/or conducts substantial business in this County, and (ii) committed the
3 wrongful conduct herein alleged in this County against PLAINTIFFS and other AGGRIEVED
4 EMPLOYEES.

5
6 **FIRST CAUSE OF ACTION**

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

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

9 **(By PLAINTIFFS and Against All Defendants)**

10 31. PLAINTIFFS reallege and incorporates by this reference, as though fully set
11 forth herein, the prior paragraphs of this Complaint.

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

22 33. PLAINTIFFS, and such persons that may be added from time to time who
23 satisfy the requirements and exhaust the administrative procedures under the Private
24 Attorney General Act, brings this Representative Action on behalf of the State of California
25 with respect to themselves and all individuals who are or previously were employed by
26 DEFENDANT in California and who were classified as non-exempt employees but
27 excluding employees who were employed as drivers ("AGGRIEVED EMPLOYEES")
28 during the time period of January 14, 2021 until a date as determined by the Court (the

1 "PAGA PERIOD").

2 34. On January 14, 2022, PLAINTIFFS gave written notice by electronic mail to
3 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
4 employer of the specific provisions of this code alleged to have been violated as required by
5 Labor Code § 2699.3. The statutory waiting period for PLAINTIFFS to add these
6 allegations to the Complaint has expired. As a result, pursuant to Section 2699.3,
7 PLAINTIFFS may now commence a representative civil action under PAGA pursuant to
8 Section 2699 as the proxies of the State of California with respect to all AGGRIEVED
9 EMPLOYEES as herein defined.

10 35. The policies, acts and practices heretofore described were and are an unlawful
11 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
12 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
13 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
14 (d) failed to pay overtime and sick pay wages, (e) failed to reimburse employees for required
15 expenses, and (f) failed to provide wages when due, all in violation of the applicable Labor
16 Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7,
17 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
18 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
19 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFFS
20 hereby seek recovery of only civil penalties as prescribed by the Labor Code Private
21 Attorney General Act of 2004 as the representatives of the State of California for the illegal
22 conduct perpetrated on PLAINTIFFS and the AGGRIEVED EMPLOYEES.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
25 severally, as follows:

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

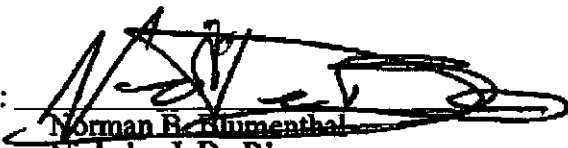
1 1. On behalf of the State of California and with respect to all AGGRIEVED
2 EMPLOYEES:

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

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

7 Dated: May 5, 2022

 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
 LLP

10
11 By: 

~~Norman B. Blumenthal~~
 Nicholas J. De Blouw
 Attorneys for Plaintiff's