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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

9
10 KAYCIE CROSSLEY, on behalf of the State
of California, as a private attorney general,

11 Plaintiff,

12 vs.

13 CEREBRAL MEDICAL GROUP, P.A., a
14 Professional Association; CEREBRAL
MEDICAL GROUP, A PROFESSIONAL
15 CORPORATION, a Professional Corporation;
and DOES 1 through 50, inclusive,

16 Defendants.
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ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

07/11/2022

Clerk of the Court

BY: KAREN VALDES

Deputy Clerk

Case No. **CGC-22-600627**

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,
226(a), 226.7, 351, 510, 512, 558(a)(1)(2),
1194, 1197, 1197.1, 1198, 2750.3 *et seq.*,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision 5(A)-
(B), and the applicable Wage Order(s).

1 Plaintiff Kaycie Crossley (“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 Cerebral Medical Group, P.A.
8 and Cerebral Medical Group, a Professional Corporation (referred to as “DEFENDANT”)
9 seeking only to recover PAGA civil penalties for herself, and on behalf of all current and former
10 aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to recover**
11 **anything other than penalties as permitted by California Labor Code § 2699**. To the extent
12 that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
13 underlying general and/or special damages for those violations, but simply the civil penalties
14 permitted by 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 4. Defendants Cerebral Medical Group, P.A. and Cerebral Medical Group, a
24 Professional Corporation (hereinafter referred to as “DEFENDANT”) in order to service their
25 customers, hires workers to aid DEFENDANT in providing mental healthcare services. The
26 cost, as proscribed by law, of the personnel hired to work for DEFENDANT, includes not only
27 the pay and overtime pay of these employees but the cost of the employer's share of tax
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1 payments to the federal and state governments for income taxes, social security taxes, medicare
2 insurance, unemployment insurance and payments for workers' compensation insurance
3 ("Business Related Expenses"). To avoid the payment of these legally proscribed Business
4 Related Expenses to the fullest extent possible, DEFENDANT devised a scheme to place the
5 responsibility for the payment of these costs and expenses of DEFENDANT on the shoulders
6 of PLAINTIFF and other Counselors. As employer, DEFENDANT is legally responsible for
7 the payment of all these Business Related Expenses. This lawsuit is brought on behalf of the
8 Care Counselors, Therapists and other similar job titles for persons who worked for
9 DEFENDANT in California and were classified as independent contractors, in order to collect
10 the wages due them as employees of DEFENDANT, the cost of the employer's share of
11 payments to the federal and state governments for income taxes, social security taxes, medicare
12 insurance, unemployment insurance and payments for workers' compensation insurance, plus
13 penalties and interest.

14 15 **THE PARTIES**

16 5. Defendant Cerebral Medical Group, P.A. at all relevant times mentioned herein
17 conducted and continues to conduct substantial and regular business in the State of California.

18 6. Defendant Cerebral Medical Group, a Professional Corporation at all relevant
19 times mentioned herein conducted and continues to conduct substantial and regular business in
20 the State of California.

21 7. Cerebral Medical Group, P.A. and Cerebral Medical Group, a Professional
22 Corporation were the joint employers of PLAINTIFF as evidenced by paycheck and by the
23 company PLAINTIFF performed work for respectively, and are therefore jointly responsible
24 as employers for the conduct alleged herein, and are therefore collectively referred to herein as
25 "DEFENDANT."

26 8. DEFENDANT operates a business that connects individuals looking for mental
27 health services on demand.

1 9. PLAINTIFF was employed by DEFENDANT as a Care Counselor from April of
2 2021 to August of 2021 and was classified by DEFENDANT as an independent contractor
3 during her entire employment with DEFENDANT.

4 10. California Labor Code Section 226.8 provides that “[i]t is unlawful for any person
5 or employer to engage in . . . [w]illful misclassification of an individual as an independent
6 contractor.” The penalty for willful misclassification of employees is a “civil penalty of not less
7 than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for
8 each violation, in addition to any other penalties or fines permitted by law.” It is further
9 provided that, in the event that an employer is found to have engaged in “a pattern or practice
10 of these violations,” the penalties increase to “not less than ten thousand dollars (\$10,000) and
11 not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other
12 penalties or fines permitted by law.” Cal. Labor Code § 226.8.

13 11. Here, DEFENDANT has willfully misclassified PLAINTIFF and other Care
14 Counselors, Therapists and other similarly situated persons with similar job titles collectively
15 referred herein as “Counselors” as described in Cal. Labor Code § 226.8 and Labor Code
16 Section 2750.3 *et seq.*, and further, that DEFENDANT has engaged in a “pattern or practice”
17 of such violations as contemplated by the California Labor Code.

18 12. Upon hire, the position of a Counselor was represented by DEFENDANT to
19 PLAINTIFF and the other Counselors as an independent contractor position capable of paying
20 an hourly rate for time worked for DEFENDANT. PLAINTIFF and other Counselors were paid
21 an hourly rate to perform services on DEFENDANT’s behalf. PLAINTIFF and other
22 Counselors were not compensated overtime wages for any of their time spent working in excess
23 of eight (8) hours in a workday and/or forty (40) hours in a workweek.

24 13. To perform their job duties, the PLAINTIFF and the other Counselors performed
25 work subject to the control of DEFENDANT in that DEFENDANT had the authority to exercise
26 complete control over the work performed and the manner and means in which the work was
27 performed. DEFENDANT provided the customers and DEFENDANT provided the instructions
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1 as to how to perform their services.

2 14. California Labor Code § 3357 defines “employee” as “every person in the service
3 of an employer under any appointment or contract of hire or apprenticeship, express or implied,
4 oral or written, whether lawfully or unlawfully employed.” In addition to the California Labor
5 Code’s presumption that workers are employees, the California Supreme Court has determined
6 the most significant factor to be considered in distinguishing an independent contractor from
7 an employee is whether the *employer or principal has control or the right to control the work*
8 *both as to the work performed and the manner and means in which the work is performed.*
9 DEFENDANT heavily controlled both the work performed and the manner and means in which
10 PLAINTIFF and the other Counselors performed their work in that:

11 (a) PLAINTIFF and other Counselors were not involved in a distinct business,
12 but instead were provided with instructions as to how to perform their work and the manner and
13 means in which the work was to be performed by means of DEFENDANT’s manuals and
14 written instructions;

15 (b) PLAINTIFF and other Counselors were continuously provided with
16 training and supervision, including following DEFENDANT’s company documents and
17 received training from DEFENDANT as to how and in what way to perform services;

18 (c) DEFENDANT set the requirements as to what policies and procedures all
19 of the Counselors were to follow;

20 (d) PLAINTIFF and other Counselors had no opportunity for profit or loss
21 because DEFENDANT only paid these employees based on the hours they worked for
22 DEFENDANT and DEFENDANT controlled and assigned the weekly schedules PLAINTIFF
23 and other Counselors were required to work. DEFENDANT also controlled which Counselors
24 would receive a particular medical assignment;

25 (e) PLAINTIFF and other Counselors performed mental healthcare services
26 which is part of DEFENDANT's principal business and is closely integrated with and essential
27 to the employer's business of providing healthcare services to their customers;

1 (f) PLAINTIFF and other Counselors performed the work themselves and did
2 not hire others to perform their work for them;

3 (g) PLAINTIFF and other Counselors did not have the authority to make
4 employment-related personnel decisions;

5 (h) PLAINTIFF and other Counselors performed their work in a particular
6 order and sequence in accordance with DEFENDANT's company policy; and,

7 (i) DEFENDANT had the "right" to control every critical aspect of
8 DEFENDANT's daily services in that DEFENDANT provided step-by-step instructions to
9 PLAINTIFF and other Counselors as to the entire process of assisting clients. PLAINTIFF and
10 other Counselors provided services ONLY for DEFENDANT's customers, which
11 DEFENDANT controlled via the company's technology.

12 15. As a result, stripped of all the legal fictions and artificial barriers to an honest
13 classification of the relationship between PLAINTIFF and all the other Counselors on the one
14 hand, and DEFENDANT on the other hand, PLAINTIFF and all the other Counselors are and
15 were employees of DEFENDANT and not independent contractors of DEFENDANT and
16 should therefore be properly classified as non-exempt, hourly employees.

17 16. PLAINTIFF, and such persons that may be added from time to time who satisfy
18 the requirements and exhaust the administrative procedures under the Private Attorney General
19 Act, brings this Representative Action on behalf of the State of California with respect to herself
20 and all individuals who worked for Cerebral Medical Group, P.A. and/or Cerebral Medical
21 Group, a Professional Corporation in California as a Therapist, Care Counselor and other
22 similar job titles and who were classified as independent contractors ("AGGRIEVED
23 EMPLOYEES") during the time period of April 12, 2021 until a date as determined by the
24 Court (the "PAGA PERIOD").

25 17. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
26 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
27 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
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1 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510,
2 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2750.3 *et seq.*, 2802, California Code of
3 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
4 Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
5 employees within the meaning of Labor Code § 2699, *et seq.*

6
7 18. As a matter of company policy, practice and procedure, DEFENDANT has
8 unlawfully, unfairly and/or deceptively classified AGGRIEVED EMPLOYEE as "independent
9 contractors" in order to unlawfully avoid compliance with all applicable federal and state laws
10 that require payment for all time worked, business expenses, and the employer's share of payroll
11 taxes and mandatory insurance. As a result of the scheme to defraud the federal and state
12 governments and the AGGRIEVED EMPLOYEES, PLAINTIFF and the AGGRIEVED
13 EMPLOYEES were underpaid throughout their employment with DEFENDANT.

14 19. The true names and capacities, whether individual, corporate, associate or
15 otherwise of the Defendants sued here as DOES 1 through 50, inclusive, are presently unknown
16 to PLAINTIFF who therefore sue these Defendants by such fictitious names pursuant to Cal.
17 Civ. Proc. Code § 474. PLAINTIFF is informed and believes, and based thereon, allege that
18 each of the Defendants designated herein is legally responsible in some manner for the unlawful
19 acts referred to herein. PLAINTIFF will seek leave of Court to amend this Complaint to reflect
20 the true names and capacities of the Defendants when they have been ascertained and become
21 known.

22 20. The agents, servants and/or employees of the Defendants and each of them
23 acting on behalf of the Defendants acted within the course and scope of his, her or its authority
24 as the agent, servant and/or employee of the Defendants, and personally participated in the
25 conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
26 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
27 all Defendants are jointly and severally liable to the PLAINTIFF and the AGGRIEVED
28 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'

agents, servants and/or employees.

THE CONDUCT

21. The finite set of tasks required of PLAINTIFF and the AGGRIEVED EMPLOYEES as defined by DEFENDANT was executed by them through the performance of non-exempt labor.

22. Although PLAINTIFF and the AGGRIEVED EMPLOYEES performed non-exempt labor subject to DEFENDANT's complete control over the manner and means of performance, DEFENDANT instituted a blanket classification policy, practice and procedure by which all of the AGGRIEVED EMPLOYEES were classified as "independent contractors" exempt from compensation for overtime worked, meal breaks and rest breaks, and reimbursement for business related expenses. By reason of this uniform misclassification, the AGGRIEVED EMPLOYEES were also required to pay DEFENDANT's share of payroll taxes and mandatory insurance premiums. As a result of this uniform misclassification practice, policy and procedure applicable to PLAINTIFF and the AGGRIEVED EMPLOYEES who performed this work for DEFENDANT, DEFENDANT engaged in a company-wide policy, practice and procedure which uniformly failed to properly classify PLAINTIFF and the AGGRIEVED EMPLOYEES as employees and thereby failed to pay them overtime wages for overtime worked, reimbursement of business related expenses, failed to provide them with meal and rest breaks, and failed to reimburse these employees for the employer's share of payroll taxes and mandatory insurance. The proper classification of these employees is DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT violated the California Labor Code and regulations promulgated thereunder as herein alleged. DEFENDANT did not have in place a policy, practice or procedure that provided meal and/or rest breaks to PLAINTIFF and the AGGRIEVED EMPLOYEES as evidenced by DEFENDANT's business records which contain no record of these breaks.

1 23. DEFENDANT, as a matter of law, has the burden of proving that employees are
2 properly classified and that DEFENDANT otherwise complies with applicable laws.
3 DEFENDANT, as a matter of corporate policy, erroneously and unilaterally classified all the
4 AGGRIEVED EMPLOYEES as independent contractors.

5 24. PLAINTIFF and all the AGGRIEVED EMPLOYEES are and were uniformly
6 classified and treated by DEFENDANT as independent contractors at the time of hire and
7 thereafter, DEFENDANT failed to take proper steps to determine whether the PLAINTIFF and
8 the AGGRIEVED EMPLOYEES are properly classified under the applicable Industrial Welfare
9 Commission Wage Order and Cal. Lab. Code § 510 as exempt from applicable labor laws.
10 Since DEFENDANT affirmatively and willfully misclassified PLAINTIFF and the
11 AGGRIEVED EMPLOYEES in compliance with California labor laws, DEFENDANT's
12 practices violated and continue to violate California law. In addition, DEFENDANT acted
13 deceptively by falsely and fraudulently classifying PLAINTIFF and each AGGRIEVED
14 EMPLOYEE as independent contractors when DEFENDANT knew or should have known that
15 this classification was false and not based on known facts. In doing so, DEFENDANT cheated
16 the competition by paying the AGGRIEVED EMPLOYEES less than the amount competitors
17 paid who complied with the law and cheated the AGGRIEVED EMPLOYEES by not paying
18 them in accordance with California law.

19 25. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED
20 EMPLOYEES were from time to time unable to take off duty meal breaks and were not fully
21 relieved of duty for meal periods. PLAINTIFF and the AGGRIEVED EMPLOYEES were
22 required from time to time to perform work as ordered by DEFENDANT for more than five (5)
23 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed
24 to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with a second off-duty meal
25 period from time to time in which these employees were required by DEFENDANT to work ten
26 (10) hours of work. PLAINTIFF and the AGGRIEVED EMPLOYEES therefore forfeited meal
27 breaks without additional compensation and in accordance with DEFENDANT's strict
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1 corporate policy and practice.

2 26. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES
3 were also required from time to time to work in excess of four (4) hours without being provided
4 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
5 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
6 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
7 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
8 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
9 PLAINTIFF and the AGGRIEVED EMPLOYEES were also not provided with one hour wages
10 in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED
11 EMPLOYEES were from time to time denied their proper rest periods by DEFENDANT and
12 DEFENDANT's managers.

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

23 28. In the course of their employment PLAINTIFF and the AGGRIEVED
24 EMPLOYEES as a business expense, are required by DEFENDANT to use personal cellular
25 phones and their home offices as a result of and in furtherance of their job duties as employees
26 for DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
27 associated with the use of the personal cellular phones, home offices, and personal vehicles for
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1 DEFENDANT's benefit. In order to work as a Counselor for DEFENDANT, PLAINTIFF and
2 the AGGRIEVED EMPLOYEES are required to communicate with DEFENDANT and as such
3 it is mandatory to have a cell phone that is compatible to remain in constant contact with
4 DEFENDANT and DEFENDANT's customers. As a result, in the course of their employment
5 with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES incurred unreimbursed
6 business expenses which include, but are not limited to, costs related to the use of their personal
7 cellular phones, home offices, and personal vehicle expenses all on behalf of and for the benefit
8 of DEFENDANT.

9 29. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
10 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
11 show, among other things, the correct amount of time worked, including, work performed in
12 excess of eight (8) hours in a workday and/or forty (40) hours in any workweek, and correct
13 amount of net and/or gross wages earned. Cal. Lab. Code § 226 provides that every employer
14 shall furnish each of his or her employees with an accurate itemized wage statement in writing
15 showing, among other things, gross wages earned and all applicable hourly rates in effect during
16 the pay period and the corresponding amount of time worked at each hourly rate. As a result,
17 DEFENDANT provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
18 statements which violated Cal. Lab. Code § 226.

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

24 **JURISDICTION AND VENUE**

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

27 32. Venue is proper in this Court pursuant to Cal. Code of Civ. Proc. Sections 395 and
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1 395.5, because PLAINTIFF resides in this County and DEFENDANT (i) currently maintains
2 and at all relevant times maintained its principal offices and facilities in this County and/or
3 conducts substantial business in this County, and (ii) committed the wrongful conduct herein
4 alleged in this County against PLAINTIFF and other AGGRIEVED 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 PLAINTIFF and Against All Defendants)**

10 33. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
11 herein, the prior paragraphs of this Complaint.

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

22 35. PLAINTIFF, and such persons that may be added from time to time who satisfy
23 the requirements and exhaust the administrative procedures under the Private Attorney General
24 Act, brings this Representative Action on behalf of the State of California with respect to herself
25 and all individuals who worked for Cerebral Medical Group, P.A. and/or Cerebral Medical
26 Group, a Professional Corporation in California as a Therapist, Care Counselor and other
27 similar job titles and who were classified as independent contractors ("AGGRIEVED
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1 EMPLOYEES”) during the time period of April 12, 2021 until a date as determined by the
2 Court (the "PAGA PERIOD").

3 36. On April 12, 2022, PLAINTIFF gave written notice by electronic mail to the
4 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
5 employer of the specific provisions of this code alleged to have been violated as required by
6 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations to
7 the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
8 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of
9 the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

10 37. The policies, acts and practices heretofore described were and are an unlawful
11 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
12 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
13 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed
14 to pay overtime wages, (e) failed to reimburse employees for required expenses, and (f) failed
15 to pay wages when due, all in violation of the applicable Labor Code sections listed in Labor
16 Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197,
17 1197.1, 1198, 2750.3 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040,
18 Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil penalties
19 as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as
20 prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the
21 State of California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED
22 EMPLOYEES.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
25 severally, as follows:

26 _____
27 ¹Plaintiff specifically excludes and/or does 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: July 11, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
8 LLP

9
10 By: /s/ Nicholas De Blouw

11 Norman B. Blumenthal
12 Kyle R. Nordrehaug
13 Nicholas J. De Blouw

14 *Attorneys for Plaintiff*

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