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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA**

22CV401621

TAMIKA WALKER and SHANNON
PEETE, on behalf of the State of
California, as private attorney generals,

Plaintiffs,

vs.

DJO, LLC, a Limited Liability Company;
and DOES 1 through 50, inclusive,

Defendants.

E-FILED
8/2/2022 4:24 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
22CV401621
Reviewed By: R. Walker

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,
218, 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 Plaintiffs Tamika Walker and Shannon Peete (“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 7 INTRODUCTION

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

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

18 3. Accordingly, PLAINTIFFS seek 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 24 THE PARTIES

25 4. Defendant DJO, LLC (“DEFENDANT”) is a limited liability company that at all
26 relevant times mentioned herein conducted and continues to conduct substantial business in the
27 state of California.

28 5. DEFENDANT provides orthopedic devices. The Company offers products for

1 regeneration, rehabilitation, pain management, and physical therapy as well as develops,
2 manufactures, and distributes a broad range of surgical reconstructive implant products.

3 6. Plaintiff Walker was employed by DEFENDANT in California from September
4 of 2019 to April of 2022 and was at all times classified by DEFENDANT as a non-exempt
5 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
6 payment of minimum and overtime wages due for all time worked.

7 7. Plaintiff Peete was employed by DEFENDANT in California from September of
8 2019 to April of 2022 and was at all times classified by DEFENDANT as a non-exempt
9 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
10 payment of minimum and overtime wages due for all time worked.

11 8. PLAINTIFFS, and such persons that may be added from time to time who satisfy
12 the requirements and exhaust the administrative procedures under the Private Attorney General
13 Act, bring this Representative Action on behalf of the State of California with respect to
14 themselves and all individuals who are or previously were employed by DEFENDANT in
15 California, including any employees staffed with DEFENDANT by a third party, and classified
16 as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of May 19,
17 2021 until a date as determined by the Court (the "PAGA PERIOD").

18 9. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES
19 presently or formerly employed by DEFENDANT during the PAGA PERIOD, bring this
20 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
21 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218,
22 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
23 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
24 applicable Wage Order(s). Based upon the foregoing, PLAINTIFFS and all AGGRIEVED
25 EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

26 10. The true names and capacities, whether individual, corporate, subsidiary,
27 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
28

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

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

16 17 **THE CONDUCT**

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

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

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

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

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

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

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

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

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

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

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

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

1 (\$200) for each failure to pay each employee, plus 25 percent of the amount
2 unlawfully withheld.

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

6 21. DEFENDANT underpaid sick pay wages to PLAINTIFFS and the
7 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
8 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFFS and other non-exempt
9 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
10 of pay, DEFENDANT underpaid sick pay to PLAINTIFFS and the AGGRIEVED
11 EMPLOYEES at their base rates of pay.

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

16 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
17 at the regular rate of pay. PLAINTIFFS and the AGGRIEVED EMPLOYEES routinely
18 earned non-discretionary incentive wages which increased their regular rate of pay.
19 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFFS and
20 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
21 required under Cal. Lab. Code Section 246.

22 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS
23 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
24 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are informed and
25 believe and based thereon allege that such failure to pay sick pay at regular rate was willful,
26 such that PLAINTIFFS and the AGGRIEVED EMPLOYEES whose employment has
27 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.
28

1 25. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any
2 employer to collect or receive from an employee any part of wages theretofore paid by said
3 employer to said employee." DEFENDANT failed to pay all compensation due to
4 PLAINTIFFS and the AGGRIEVED EMPLOYEES, made unlawful deductions from
5 compensation payable to PLAINTIFFS and the AGGRIEVED EMPLOYEES, failed to
6 disclose all aspects of the deductions from compensation payable to PLAINTIFFS and the
7 AGGRIEVED EMPLOYEES, and thereby failed to pay these employees all wages due at
8 each applicable pay period and upon termination.

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

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

1 related to the use of their personal cellular phones all on behalf of and for the benefit of
2 DEFENDANT.

3 28. All of the conduct and violations alleged herein occurred during the PAGA
4 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
5 PLAINTIFFS during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations
6 that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
7 2018 AJDAR 12157 (Certified for Publication 12/19/18).

8 **JURISDICTION AND VENUE**

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

11 30. Venue is proper in this Court pursuant to California Code of Civil Procedure,
12 Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANT
13 and DEFENDANT (i) currently maintains and at all relevant times maintained offices and
14 facilities in this County and/or conducts substantial business in this County, and (ii)
15 committed the wrongful conduct herein alleged in this County against PLAINTIFFS and
16 other AGGRIEVED EMPLOYEES.

17 **FIRST CAUSE OF ACTION**

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

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

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

21 31. PLAINTIFFS reallege and incorporate by this reference, as though fully set
22 forth herein, the prior paragraphs of this Complaint.

23 32. PAGA is a mechanism by which the State of California itself can enforce state
24 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
25 the state's labor law enforcement agencies. An action to recover civil penalties under
26 PAGA is fundamentally a law enforcement action designed to protect the public and not to
27 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
28 but to create a means of "deputizing" citizens as private attorneys general to enforce the

1 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
2 public interest to allow aggrieved employees, acting as private attorneys general to recover
3 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
4 claims cannot be subject to arbitration.

5 33. PLAINTIFFS, and such persons that may be added from time to time who
6 satisfy the requirements and exhaust the administrative procedures under the Private
7 Attorney General Act, bring this Representative Action on behalf of the State of California
8 with respect to themselves and all individuals who are or previously were employed by
9 DEFENDANT in California, including any employees staffed with DEFENDANT by a third
10 party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the
11 time period of May 19, 2021 until a date as determined by the Court (the "PAGA
12 PERIOD").

13 34. On May 19, 2022, PLAINTIFFS gave written notice by electronic mail to the
14 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
15 employer of the specific provisions of this code alleged to have been violated as required by
16 Labor Code § 2699.3. The statutory waiting period for PLAINTIFFS to add these
17 allegations to the Complaint has expired. As a result, pursuant to Section 2699.3,
18 PLAINTIFFS may now commence a representative civil action under PAGA pursuant to
19 Section 2699 as the proxies of the State of California with respect to all AGGRIEVED
20 EMPLOYEES as herein defined.

21 35. The policies, acts and practices heretofore described were and are an unlawful
22 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
23 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
24 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
25 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
26 required expenses, and (f) failure to pay wages when due, all in violation of the applicable
27 Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221,
28 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California

1 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
2 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFFS
3 hereby seek recovery of only civil penalties as prescribed by the Labor Code Private
4 Attorney General Act of 2004 as the representatives of the State of California for the illegal
5 conduct perpetrated on PLAINTIFFS and the AGGRIEVED EMPLOYEES.

6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
9 severally, as follows:

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

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

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

16 Dated: August 2, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
17 LLP

18
19 By: /s/ Nicholas De Blouw
20 Norman B. Blumenthal
21 Kyle R. Nordrehaug
22 Nicholas J. De Blouw

23 *Attorneys for Plaintiffs*
24
25
26

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