

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

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

2255 Calle Clara

4 La Jolla, CA 92037

Telephone: (858)551-1223

5 Facsimile: (858) 551-1232

Website: www.bamlawca.com

6 Attorneys for Plaintiff

ELECTRONICALLY FILED

Superior Court of California

County of Sonoma

7/11/2022 11:33 AM

By: Cyndi Nguyen, Deputy Clerk

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

8 **IN AND FOR THE COUNTY OF SONOMA**

9 **SCV-271148**

10 COLLEEN DUARTE, on behalf of the State
of California, as a private attorney general,

11 Plaintiff,

12 vs.

13 POINT PICK-UP TECHNOLOGIES, INC., a
14 Corporation; and DOES 1 through 50,
inclusive,

15 Defendants.
16
17
18
19
20
21
22
23
24
25
26
27
28

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,
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 Colleen Duarte ("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 Defendant Point Pick-up Technologies, Inc.
8 (referred to as "DEFENDANT") seeking only to recover PAGA civil penalties for herself, and
9 on behalf of all current and former aggrieved employees that worked for DEFENDANT.
10 PLAINTIFF does **not seek to recover anything other than penalties as permitted by**
11 **California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage
12 violations, PLAINTIFF does not seek underlying general and/or special damages for those
13 violations, but simply the civil penalties permitted by California Labor Code § 2699.

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

17 3. Accordingly, PLAINTIFF seeks 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 4. Defendant Point Pick-up Technologies, Inc. ("DEFENDANT") in order to service
23 their customers, hires workers to aid DEFENDANT in providing delivery services. The cost,
24 as proscribed by law, of the personnel hired to work for DEFENDANT, includes not only the
25 pay and overtime pay of these employees but the cost of the employer's share of tax payments
26 to the federal and state governments for income taxes, social security taxes, medicare insurance,
27 unemployment insurance and payments for workers' compensation insurance ("Business Related
28

Expenses"). To avoid the payment of these legally proscribed Business Related Expenses to the fullest extent possible, DEFENDANT devised a scheme to place the responsibility for the payment of these costs and expenses of DEFENDANT on the shoulders of PLAINTIFF and other delivery drivers. As employer, DEFENDANT is legally responsible for the payment of all these Business Related Expenses. This lawsuit is brought on behalf of the delivery drivers and other similar job titles for persons who worked for DEFENDANT in California and were classified as independent contractors, in order to collect the wages due them as employees of DEFENDANT, the cost of the employer's share of payments to the federal and state governments for income taxes, social security taxes, medicare insurance, unemployment insurance and payments for workers' compensation insurance, plus penalties and interest.

THE PARTIES

5. DEFENDANT at all relevant times mentioned herein conducted and continues to conduct substantial and regular business in the State of California.

6. DEFENDANT operates a business that connects individuals looking for delivery services on demand.

7. PLAINTIFF was employed by DEFENDANT as a Delivery Driver from July of 2021 to August of 2021 and was classified by DEFENDANT as an independent contractor during her entire employment with DEFENDANT.

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

1 penalties or fines permitted by law.” Cal. Labor Code § 226.8.

2 9. Here, DEFENDANT has willfully misclassified PLAINTIFF and other Delivery
3 Drivers, and other similarly situated persons with similar job titles collectively referred herein
4 as “Delivery Drivers” as described in Cal. Labor Code § 226.8 and Labor Code Section 2750.3
5 *et seq.*, and further, that DEFENDANT has engaged in a “pattern or practice” of such violations
6 as contemplated by the California Labor Code.

7 10. Upon hire, the position of a Delivery Driver was represented by DEFENDANT
8 to PLAINTIFF and the other Delivery Drivers as an independent contractor position capable of
9 paying a flat rate per route worked for DEFENDANT. PLAINTIFF and other Delivery Drivers
10 were paid at a flat rate to perform services on DEFENDANT’s behalf. PLAINTIFF and other
11 Delivery Drivers were not compensated overtime wages for any of their time spent working in
12 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek.

13 11. To perform their job duties, the PLAINTIFF and the other Delivery Drivers
14 performed work subject to the control of DEFENDANT in that DEFENDANT had the authority
15 to exercise complete control over the work performed and the manner and means in which the
16 work was performed. DEFENDANT provided the customers and DEFENDANT provided the
17 instructions as to how to perform their services.

18 12. California Labor Code § 3357 defines “employee” as “every person in the service
19 of an employer under any appointment or contact of hire or apprenticeship, express or implied,
20 oral or written, whether lawfully or unlawfully employed.” In addition to the California Labor
21 Code’s presumption that workers are employees, the California Supreme Court has determined
22 the most significant factor to be considered in distinguishing an independent contractor from
23 an employee is whether the *employer or principal has control or the right to control the work*
24 *both as to the work performed and the manner and means in which the work is performed.*
25 DEFENDANT heavily controlled both the work performed and the manner and means in which
26 PLAINTIFF and the other Delivery Drivers performed their work in that:

27 (a) PLAINTIFF and other Delivery Drivers were not involved in a distinct
28

1 business, but instead were provided with instructions as to how to perform their work and the
2 manner and means in which the work was to be performed by means of DEFENDANT's
3 manuals and written instructions;

4 (b) PLAINTIFF and other Delivery Drivers were continuously provided with
5 training and supervision, including following DEFENDANT's company documents and
6 received training from DEFENDANT as to how and in what way to perform services;

7 (c) DEFENDANT set the requirements as to what policies and procedures all
8 of the Delivery Drivers were to follow;

9 (d) PLAINTIFF and other Delivery Drivers had no opportunity for profit or
10 loss because DEFENDANT only paid these employees based on the tasks performed for
11 DEFENDANT and DEFENDANT controlled and assigned the schedules PLAINTIFF and other
12 Delivery Drivers were required to work. DEFENDANT also controlled which Delivery Drivers
13 would receive a particular delivery assignment;

14 (e) PLAINTIFF and other Delivery Drivers performed delivery services which
15 is part of DEFENDANT's principal business and is closely integrated with and essential to the
16 employer's business of providing delivery services to their customers;

17 (f) PLAINTIFF and other Delivery Drivers performed the work themselves
18 and did not hire others to perform their work for them;

19 (g) PLAINTIFF and other Delivery Drivers did not have the authority to make
20 employment-related personnel decisions;

21 (h) PLAINTIFF and other Delivery Drivers performed their work in a
22 particular order and sequence in accordance with DEFENDANT's company policy; and,

23 (i) DEFENDANT had the "right" to control every critical aspect of
24 DEFENDANT's daily services in that DEFENDANT provided step-by-step instructions to
25 PLAINTIFF and other Delivery Drivers as to the entire process of assisting clients.
26 PLAINTIFF and other Delivery Drivers provided services ONLY for DEFENDANT's
27 customers, which DEFENDANT controlled via the company's technology.

1 13. As a result, stripped of all the legal fictions and artificial barriers to an honest
2 classification of the relationship between PLAINTIFF and all the other Delivery Drivers on the
3 one hand, and DEFENDANT on the other hand, PLAINTIFF and all the other Delivery Drivers
4 are and were employees of DEFENDANT and not independent contractors of DEFENDANT
5 and should therefore be properly classified as non-exempt, hourly employees.

6 14. PLAINTIFF, and such persons that may be added from time to time who satisfy
7 the requirements and exhaust the administrative procedures under the Private Attorney General
8 Act, brings this Representative Action on behalf of the State of California with respect to herself
9 and all individuals who worked for DEFENDANT in California as a Delivery Driver and who
10 were classified as independent contractors ("AGGRIEVED EMPLOYEES") during the time
11 period of May 2, 2021 until a date as determined by the Court (the "PAGA PERIOD").

12 15. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
13 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
14 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
15 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510,
16 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2750.3 *et. seq.*, 2802, California Code of
17 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
18 Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
19 employees within the meaning of Labor Code § 2699, *et seq.*

20 16. As a matter of company policy, practice and procedure, DEFENDANT has
21 unlawfully, unfairly and/or deceptively classified the AGGRIEVED EMPLOYEES as
22 "independent contractors" in order to unlawfully avoid compliance with all applicable federal
23 and state laws that require payment for all time worked, business expenses, and the employer's
24 share of payroll taxes and mandatory insurance. As a result of the scheme to defraud the federal
25 and state governments and the AGGRIEVED EMPLOYEES, PLAINTIFF and the
26 AGGRIEVED EMPLOYEES were underpaid throughout their employment with
27 DEFENDANT.

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

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

THE CONDUCT

19. 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.

20. 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 these 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

1 AGGRIEVED EMPLOYEES were also required to pay DEFENDANT 's share of payroll taxes
2 and mandatory insurance premiums. As a result of this uniform misclassification practice,
3 policy and procedure applicable to PLAINTIFF and the AGGRIEVED EMPLOYEES who
4 performed this work for DEFENDANT, DEFENDANT engaged in a company-wide policy,
5 practice and procedure which uniformly failed to properly classify PLAINTIFF and the
6 AGGRIEVED EMPLOYEES as employees and thereby failed to pay them overtime wages for
7 overtime worked, reimbursement of business related expenses, failed to provide them with meal
8 and rest breaks, and failed to reimburse these employees for the employer's share of payroll
9 taxes and mandatory insurance. The proper classification of these employees is
10 DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the obligation
11 to meet this burden, DEFENDANT violated the California Labor Code and regulations
12 promulgated thereunder as herein alleged. DEFENDANT did not have in place a policy,
13 practice or procedure that provided meal and/or rest breaks to PLAINTIFF and the
14 AGGRIEVED EMPLOYEES as evidenced by DEFENDANT's business records which contain
15 no record of these breaks.

16 21. DEFENDANT, as a matter of law, has the burden of proving that employees are
17 properly classified and that DEFENDANT otherwise complies with applicable laws.
18 DEFENDANT, as a matter of corporate policy, erroneously and unilaterally classified all the
19 AGGRIEVED EMPLOYEES as independent contractors.

20 22. PLAINTIFF and all the AGGRIEVED EMPLOYEES are and were uniformly
21 classified and treated by DEFENDANT as independent contractors at the time of hire and
22 thereafter, DEFENDANT failed to take proper steps to determine whether the PLAINTIFF and
23 the AGGRIEVED EMPLOYEES are properly classified under the applicable Industrial Welfare
24 Commission Wage Order and Cal. Lab. Code § 510 as exempt from applicable labor laws.
25 Since DEFENDANT affirmatively and willfully misclassified PLAINTIFF and the
26 AGGRIEVED EMPLOYEES in compliance with California labor laws, DEFENDANT's
27 practices violated and continue to violate California law. In addition, DEFENDANT acted
28

1 deceptively by falsely and fraudulently classifying PLAINTIFF and each AGGRIEVED
2 EMPLOYEE as independent contractors when DEFENDANT knew or should have known that
3 this classification was false and not based on known facts. DEFENDANT also acted
4 deceptively by violating the California labor laws. In doing so, DEFENDANT cheated the
5 competition by paying the AGGRIEVED EMPLOYEES less than the amount competitors paid
6 who complied with the law and cheated the AGGRIEVED EMPLOYEES by not paying them
7 in accordance with California law.

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

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

1 DEFENDANT's managers.

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

12 26. In the course of their employment PLAINTIFF and the AGGRIEVED
13 EMPLOYEES as a business expense, are required by DEFENDANT to use personal cellular
14 phones and their home offices as a result of and in furtherance of their job duties as employees
15 for DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
16 associated with the use of the personal cellular phones and personal vehicles for
17 DEFENDANT's benefit. In order to work as a Delivery Driver for DEFENDANT, PLAINTIFF
18 and the AGGRIEVED EMPLOYEES are required to communicate with DEFENDANT and as
19 such it is mandatory to have a cell phone that is compatible to remain in constant contact with
20 DEFENDANT and DEFENDANT's customers. As a result, in the course of their employment
21 with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES incurred unreimbursed
22 business expenses which include, but are not limited to, costs related to the use of their personal
23 cellular phones and personal vehicle expenses all on behalf of and for the benefit of
24 DEFENDANT.

25 27. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
26 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
27 show, among other things, the correct amount of time worked, including, work performed in
28

1 excess of eight (8) hours in a workday and/or forty (40) hours in any workweek, and correct
2 amount of net and/or gross wages earned. Cal. Lab. Code § 226 provides that every employer
3 shall furnish each of his or her employees with an accurate itemized wage statement in writing
4 showing, among other things, gross wages earned and all applicable hourly rates in effect during
5 the pay period and the corresponding amount of time worked at each hourly rate. As a result,
6 DEFENDANT provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
7 statements which violated Cal. Lab. Code § 226.

8 28. By reason of this conduct applicable to PLAINTIFF and all the AGGRIEVED
9 EMPLOYEES, DEFENDANT engaged in a company-wide policy, practice and procedure
10 which failed to correctly classify PLAINTIFF and the AGGRIEVED EMPLOYEES as
11 employees. The proper classification of these employees is DEFENDANT's burden. As a result
12 of DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT
13 failed to pay all required overtime compensation for work performed by PLAINTIFF and the
14 AGGRIEVED EMPLOYEES and violated the California Labor Code and regulations
15 promulgated thereunder as herein alleged.

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

21 **JURISDICTION AND VENUE**

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

24 31. Venue is proper in this Court pursuant to Cal. Code of Civ. Proc. Sections 395 and
25 395.5, because PLAINTIFF resides in this County and DEFENDANT (i) currently maintains
26 and at all relevant times maintained its principal offices and facilities in this County and/or
27 conducts substantial business in this County, and (ii) committed the wrongful conduct herein
28

1 alleged in this County against PLAINTIFF and the AGGRIEVED EMPLOYEES.

2
3 **FIRST CAUSE OF ACTION**

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

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

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

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

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

19 34. PLAINTIFF, and such persons that may be added from time to time who
20 satisfy the requirements and exhaust the administrative procedures under the Private
21 Attorney General Act, brings this Representative Action on behalf of the State of California
22 with respect to herself and all individuals who worked for DEFENDANT in California as a
23 Delivery Driver and who were classified as independent contractors ("AGGRIEVED
24 EMPLOYEES") during the time period of May 2, 2021 until a date as determined by the
25 Court (the "PAGA PERIOD").

26 35. On May 2, 2022, PLAINTIFF gave written notice by electronic mail to the
27 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
28

1 employer of the specific provisions of this code alleged to have been violated as required by
2 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
3 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
4 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
5 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

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

19 **PRAYER FOR RELIEF**

20 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
21 severally, as follows:

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

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

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

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

3
4 Dated: July 11, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

5
6 By: /s/ Nicholas De Blouw

7 Norman B. Blumenthal
8 Kyle R. Nordrehaug
9 Nicholas J. De Blouw

10 *Attorneys for Plaintiff*
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28