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SUPERIOR COURT OF THE STATE OF CALIFORNIA**IN AND FOR THE COUNTY OF LOS ANGELES**

TAYLOR CARPENTER, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

DG THERAPY GROUP, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. _____

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code §
2699, *et seq.* for violations of Labor Code
§§ 201, 202, 203, 204 *et seq.*, 210, 221,
226(a), 226.7, 227.3, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision 5(A)-
(B), and the applicable Wage Order(s).

1 Plaintiff Taylor Carpenter (“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 DG Therapy Group, 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 **THE PARTIES**

23 4. Defendant DG Therapy Group, Inc. is a California Corporation that at all relevant
24 times mentioned herein conducted and continues to conduct substantial business in the state of
25 California.
26

27 5. DEFENDANT provides physical, occupational, and speech therapy services in
28 California.

1 6. PLAINTIFF was employed by DEFENDANT in California from September of
2 2021 to June 23, 2022 and was at all times classified by DEFENDANT as a non-exempt
3 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
4 payment of minimum and overtime wages due for all time worked.

5 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
6 the requirements and exhaust the administrative procedures under the Private Attorney General
7 Act, brings this Representative Action on behalf of the State of California with respect to herself
8 and all individuals who are or previously were employed by DEFENDANT in California,
9 including any employees staffed with DEFENDANT by a third party, and classified as non-
10 exempt employees ("AGGRIEVED EMPLOYEES") during the time period of July 14, 2021
11 until a date as determined by the Court (the "PAGA PERIOD").

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

20 9. The true names and capacities, whether individual, corporate, subsidiary,
21 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
22 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
23 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
24 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
25 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
26 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
27
28

1 50, inclusive, are responsible in some manner for one or more of the events and happenings
2 that proximately caused the injuries and damages hereinafter alleged.

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

11 THE CONDUCT

12
13 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
14 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
15 worked, meaning the time during which an employee is subject to the control of an
16 employer, including all the time the employee is suffered or permitted to work.
17 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
18 paying them for all the time they are under DEFENDANT's control. Among other things,
19 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
20 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
21 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
22 break. DEFENDANT, as a matter of established company policy and procedure,
23 administers a uniform practice of rounding the actual time worked and recorded by
24 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
25 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
26 EMPLOYEES are paid less than they would have been paid had they been paid for actual
27 recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the
28 practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off

1 the clock in that DEFENDANT, as a condition of employment, required these employees to
2 submit to mandatory temperature checks and symptom questionnaires for COVID-19
3 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a
4 result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime
5 wage compensation, and off-duty meal breaks by working without their time being correctly
6 recorded and without compensation at the applicable rates. DEFENDANT's policy and
7 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is
8 evidenced by DEFENDANT's business records.

9 12. Industrial Welfare Commission Wage Order 4-2001 provides: "Every
10 employer shall pay to each employee, on the established payday for the period involved, not
11 less than the applicable minimum wage for all hours worked in the payroll period, whether
12 the remuneration is measured by time, piece, commission, or otherwise." "Hours worked" is
13 defined in the Wage Order as "the time during which an employee is subject to the control of
14 an employer, and includes all the time the employee is suffered or permitted to work,
15 whether or not required to do so." Here, PLAINTIFF and the AGGRIEVED EMPLOYEES
16 were entitled to separate hourly compensation for time spent performing other non-therapy
17 tasks directed by DEFENDANT during their work shifts. In addition, because
18 DEFENDANT from time to time paid PLAINTIFF and the AGGRIEVED EMPLOYEES on
19 a piece rate basis, DEFENDANT also failed to compensate PLAINTIFF and the
20 AGGRIEVED EMPLOYEES for their rest periods as required by the applicable Wage
21 Order and Labor Code. DEFENDANT did not have a policy or practice which paid for off-
22 duty rest periods to PLAINTIFF and the AGGRIEVED EMPLOYEES. As a result,
23 DEFENDANT's failure to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with
24 all the legally required paid rest periods is evidenced by DEFENDANT's business records.

25 13. State law provides that employees must be paid overtime and meal and rest
26 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
27 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
28 tied to specific elements of an employee's performance.

1 14. The second component of PLAINTIFF's and the AGGRIEVED
2 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
3 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
4 performance for DEFENDANT. The non-discretionary incentive program provided all
5 employees paid on an hourly basis with incentive compensation when the employees met the
6 various performance goals set by DEFENDANT. However, when calculating the regular
7 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
8 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
9 compensation as part of the employees' "regular rate of pay" for purposes of calculating
10 overtime pay and meal and rest break premium pay. Management and supervisors described
11 the incentive program to potential and new employees as part of the compensation package.
12 As a matter of law, the incentive compensation received by PLAINTIFF and the
13 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
14 do so has resulted in a underpayment of overtime compensation and meal and rest break
15 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

16 15. As a result of their rigorous work schedules, PLAINTIFF and the
17 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
18 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
19 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
20 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
21 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
22 the AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
23 which these employees were required by DEFENDANT to work ten (10) hours of work.
24 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
25 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
26 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
27 and in accordance with DEFENDANT's corporate policy and practice.
28

1 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
2 EMPLOYEES were also required from time to time to work in excess of four (4) hours
3 without being provided ten (10) minute rest periods. Further, these employees were denied
4 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
5 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
6 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
7 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
8 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
9 also not provided with one hour wages in lieu thereof. Additionally, the applicable
10 California Wage Order requires employers to provide employees with off-duty rest periods,
11 which the California Supreme Court defined as time during which an employee is relieved
12 from all work related duties and free from employer control. In so doing, the Court held that
13 the requirement under California law that employers authorize and permit all employees to
14 take rest period means that employers must relieve employees of all duties and relinquish
15 control over how employees spend their time which includes control over the locations
16 where employees may take their rest period. Employers cannot impose controls that prohibit
17 an employee from taking a brief walk - five minutes out, five minutes back. Here,
18 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
19 unconstrained walks and is unlawful based on DEFENDANT's rule which states
20 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
21 their rest period.

22 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
23 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
24 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
25 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
26 all time worked, meaning the time during which an employee was subject to the control of
27 an employer, including all the time the employee was permitted or suffered to permit this
28 work. DEFENDANT required these employees to work off the clock without paying them

1 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
2 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
3 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
4 EMPLOYEES forfeited time worked by working without their time being accurately
5 recorded and without compensation at the applicable minimum wage and overtime wage
6 rates. To the extent that the time worked off the clock does not qualify for overtime
7 premium payment, DEFENDANT fails to pay minimum wages for the time worked off-the-
8 clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

9 18. 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 gross and net wages earned. Cal. Lab. Code § 226
12 provides that every employer shall furnish each of his or her employees with an accurate
13 itemized wage statement in writing showing, among other things, gross wages earned and all
14 applicable hourly rates in effect during the pay period and the corresponding amount of time
15 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
16 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
17 during the pay period and the total hours worked, and the applicable pay period in which the
18 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
19 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
20 identify such information. More specifically, the wage statements failed to identify the
21 accurate total hours worked each pay period. When the hours shown on the wage statements
22 were added up, they did not equal the actual total hours worked during the pay period in
23 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
24 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
25 lists all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT
26 from time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
27 statements which violated Cal. Lab. Code § 226.

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

5 [I]n addition to, and entirely independent and apart from, any other penalty provided
6 in this article, every person who fails to pay the wages of each employee as provided
7 in Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
8 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
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

9 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
10 AGGRIEVED EMPLOYEES within eleven (11) days of the close of the payroll period in
11 accordance with Cal. Lab. Code § 204(a).

12 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
13 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
14 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
15 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
16 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and the AGGRIEVED
17 EMPLOYEES at their base rates of pay.

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

22 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
23 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
24 earned non-discretionary incentive wages which increased their regular rate of pay.
25 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
26 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
27 required under Cal. Lab. Code Section 246.

1 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
2 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
3 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
4 believes and based thereon alleges that such failure to pay sick pay at regular rate was
5 willful, such that PLAINTIFF and the AGGRIEVED EMPLOYEES whose employment has
6 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

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

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

25 27. In the course of their employment PLAINTIFF and the AGGRIEVED
26 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
27 personal cellular phones as a result of and in furtherance of their job duties as employees for
28 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost

1 associated with the use of their personal cellular phones and home offices for
2 DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES
3 were required by DEFENDANT to use their personal cellular phones and home offices. As
4 a result, in the course of their employment with DEFENDANT, PLAINTIFF and the
5 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
6 were not limited to, costs related to the use of their personal cellular phones and home
7 offices all on behalf of and for the benefit of DEFENDANT.

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

13 **JURISDICTION AND VENUE**

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

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

22 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

10 **PRAYER FOR RELIEF**

11 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
12 severally, as follows:

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

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

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

19 Dated: December 9, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
20 LLP

21
22 By: /s/ Nicholas De Blouw
23 Norman B. Blumenthal
24 Kyle R. Nordrehaug
25 Nicholas J. De Blouw

26 *Attorneys for Plaintiff*

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