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Superior Court Of California,
Sacramento
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By: _____, Deputy
Case Number:
34-2022-00327041

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

BY FAX

ROBIN DUHE, on behalf of the State of
California, as a private attorney general,

Case No. _____

REPRESENTATIVE ACTION
COMPLAINT FOR:

Plaintiff,

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).

vs.

APIUM DELIVERY LLC, a Limited Liability
Company; APIUM LOGISTICS LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

1 Plaintiff Robin Duhe (“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 his own acts and knowledge which are based on personal
5 knowledge, the following:

6 7 INTRODUCTION

8 1. PLAINTIFF brings this action against Defendants Apium Delivery LLC and
9 Apium Logistics LLC (referred to as “DEFENDANT”) seeking only to recover PAGA civil
10 penalties for himself, and on behalf of all current and former aggrieved employees that worked
11 for DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
12 **permitted by California Labor Code § 2699.** To the extent that statutory violations are
13 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
14 damages for those violations, but simply the civil penalties permitted by California Labor Code
15 § 2699.

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

19 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
20 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
21 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
22 complaint should be construed as attempting to obtain any relief that would not be available in
23 a PAGA-only action.

24 4. DEFENDANT, in order to service their customers, hires workers to aid
25 DEFENDANT in providing delivery services. The cost, as proscribed by law, of the personnel
26 hired to work for DEFENDANT, includes not only the pay and overtime pay of these employees
27 but the cost of the employer's share of tax payments to the federal and state governments for
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1 income taxes, social security taxes, medicare insurance, unemployment insurance and payments
2 for workers' compensation insurance ("Business Related Expenses"). To avoid the payment of
3 these legally proscribed Business Related Expenses to the fullest extent possible, DEFENDANT
4 devised a scheme to place the responsibility for the payment of these costs and expenses of
5 DEFENDANT on the shoulders of PLAINTIFF and other delivery drivers. As employer,
6 DEFENDANT is legally responsible for the payment of all these Business Related Expenses.

7 8 **THE PARTIES**

9 5. Defendant Apium Delivery LLC at all relevant times mentioned herein conducted
10 and continues to conduct substantial and regular business in the State of California.

11 6. Defendant Apium Logistics LLC at all relevant times mentioned herein conducted
12 and continues to conduct substantial and regular business in the State of California.

13 7. Defendants Apium Delivery LLC and Apium Logistics LLC are the joint
14 employers of PLAINTIFF as evidenced by company documents and by the company
15 PLAINTIFF performs work for respectively, and are therefore jointly responsible as employers
16 for the conduct alleged herein, and are therefore collectively referred to herein as
17 "DEFENDANT."

18 8. DEFENDANT provides on-demand grocery delivery services and is based in
19 Sacramento, California.

20 9. PLAINTIFF has been employed by DEFENDANT as a Delivery Driver since
21 March of 2020 and has been classified by DEFENDANT as an independent contractor during
22 his entire employment with DEFENDANT.

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

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

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

16 13. To perform their job duties, the PLAINTIFF and the other Delivery Drivers
17 perform work subject to the control of DEFENDANT in that DEFENDANT has the authority
18 to exercise complete control over the work performed and the manner and means in which the
19 work is performed. DEFENDANT provides the customers and DEFENDANT provides the
20 instructions as to how to perform their services.

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

3 (a) PLAINTIFF and other Delivery Drivers are not involved in a distinct
4 business, but instead are provided with instructions as to how to perform their work and the
5 manner and means in which the work is to be performed by means of DEFENDANT's manuals
6 and written instructions;

7 (b) PLAINTIFF and other Delivery Drivers are continuously provided with
8 training and supervision, including following DEFENDANT's company documents and receive
9 training from DEFENDANT as to how and in what way to perform services;

10 (c) DEFENDANT sets the requirements as to what policies and procedures
11 all of the Delivery Drivers are to follow;

12 (d) PLAINTIFF and other Delivery Drivers have no opportunity for profit or
13 loss because DEFENDANT only pays these employees based on the tasks performed for
14 DEFENDANT and DEFENDANT controls and assigns the schedules PLAINTIFF and other
15 Delivery Drivers are required to work. DEFENDANT also controls which Delivery Drivers
16 receive a particular delivery assignment;

17 (e) PLAINTIFF and other Delivery Drivers perform delivery services which
18 is part of DEFENDANT's principal business and is closely integrated with and essential to the
19 employer's business of providing delivery services to their customers;

20 (f) PLAINTIFF and other Delivery Drivers perform the work themselves and
21 do not hire others to perform their work for them;

22 (g) PLAINTIFF and other Delivery Drivers do not have the authority to make
23 employment-related personnel decisions;

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

26 (i) DEFENDANT has the "right" to control every critical aspect of
27 DEFENDANT's daily services in that DEFENDANT provides step-by-step instructions to
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1 PLAINTIFF and other Delivery Drivers as to the entire process of assisting clients.
2 PLAINTIFF and other Delivery Drivers provide services ONLY for DEFENDANT's
3 customers, which DEFENDANT controls via the company's technology.

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

9 16. PLAINTIFF, and such persons that may be added from time to time who satisfy
10 the requirements and exhaust the administrative procedures under the Private Attorney General
11 Act, brings this Representative Action on behalf of the State of California with respect to
12 himself and all individuals who worked for Apium Delivery LLC and/or Apium Logistics LLC
13 in California as a Delivery Driver and who were classified as independent contractors
14 ("AGGRIEVED EMPLOYEES") during the time period of July 12, 2021 until a date as
15 determined by the Court (the "PAGA PERIOD").

16 17. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently
17 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
18 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
19 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510,
20 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2750.3 *et seq.*, 2802, California Code of
21 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
22 Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
23 employees within the meaning of Labor Code § 2699, *et seq.*

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

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

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

20 **THE CONDUCT**

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

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

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

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

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

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

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

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

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

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

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

22 **JURISDICTION AND VENUE**

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

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

3
4 **FIRST CAUSE OF ACTION**

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

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

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

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

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

20 36. PLAINTIFF, and such persons that may be added from time to time who satisfy
21 the requirements and exhaust the administrative procedures under the Private Attorney General
22 Act, brings this Representative Action on behalf of the State of California with respect to
23 himself and all individuals who worked for Apium Delivery LLC and/or Apium Logistics LLC
24 in California as a Delivery Driver and who were classified as independent contractors
25 ("AGGRIEVED EMPLOYEES") during the time period of July 12, 2021 until a date as
26 determined by the Court (the "PAGA PERIOD").

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

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

20
21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
23 severally, as follows:

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

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

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

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

5 Dated: September 20, 2022

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

7
8 By: /s/ Nicholas De Blouw

9 Norman B. Blumenthal
10 Kyle R. Nordrehaug
11 Nicholas J. De Blouw

Attorneys for Plaintiff