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Clerk of the Napa Superior Court

By: Rudy Arroyo, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF NAPA

IGNACIO MORENO, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

DOMAINE CHANDON, INC., a Corporation;
NEWTON VINEYARD LLC; and DOES 1
through 50, inclusive,

Defendants.

Case No. 22CV001500

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, 212,
218, 221, 226(a), 226.7, 227.3, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, and the applicable Wage Order(s).

1 Plaintiff Ignacio Moreno (“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 **INTRODUCTION**

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

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

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

23 **THE PARTIES**

24 4. Defendant Domaine Chandon, Inc. is a corporation that at all relevant times
25 mentioned herein conducted and continues to conduct substantial business in the state of
26 California.
27

28 5. Defendant Newton Vineyard LLC is a limited liability company that at all relevant

1 times mentioned herein conducted and continues to conduct substantial business in the state of
2 California.

3 6. PLAINTIFF alleges there has existed a unity of interest and ownership between
4 these Defendants such that any individuality and separateness between the entities has ceased.
5 Defendants Domaine Chandon, Inc. and Newton Vineyard LLC are therefore alter egos of each
6 other. Adherence to the fiction of the separate existence of would permit an abuse of the
7 corporative privilege, and would promote injustice by protecting Domaine Chandon, Inc. and
8 Newton Vineyard LLC from liability for the wrongful acts committed by them. As evidenced
9 by PLAINTIFF's paychecks and company documents, Defendants Domaine Chandon, Inc. and
10 Newton Vineyard LLC were joint employers of PLAINTIFF and are referred to herein as
11 ("DEFENDANT").

12 7. DEFENDANT is a winery located in Napa Valley in the town of Yountville,
13 California, United States. Established in 1973 by Moët et Chandon, businessman, John Wright,
14 was the first French-owned sparkling wine producer in Napa Valley.

15 8. PLAINTIFF was employed by DEFENDANT in California from 1980 to
16 December of 2021 and was at all times classified by DEFENDANT as a non-exempt
17 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
18 payment of minimum and overtime wages due for all time worked.

19 9. PLAINTIFF, and such persons that may be added from time to time who satisfy
20 the requirements and exhaust the administrative procedures under the Private Attorney General
21 Act, brings this Representative Action on behalf of the State of California with respect to
22 himself and all individuals who are or previously were employed by Domaine Chandon, Inc.
23 and/or Newton Vineyard LLC in California, including any employees staffed with Domaine
24 Chandon, Inc. and/or Newton Vineyard LLC by a third party, and classified as non-exempt
25 employees ("AGGRIEVED EMPLOYEES") during the time period of July 11, 2021 until a
26 date as determined by the Court (the "PAGA PERIOD").
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28

10. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 212, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and the applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

11. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

12. 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 PLAINTIFF and all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time

1 worked, meaning the time during which an employee is subject to the control of an
2 employer, including all the time the employee is suffered or permitted to work.
3 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
4 paying them for all the time they are under DEFENDANT's control. Among other things,
5 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
6 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
7 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
8 break. PLAINTIFF and the AGGRIEVED EMPLOYEES also worked off the clock with
9 respect to time spent undergoing mandatory drug testing or any other testing and/or
10 examination required as a condition of employment. DEFENDANT, as a matter of
11 established company policy and procedure, administers a uniform practice of rounding the
12 actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES,
13 always to the benefit of DEFENDANT, so that during the course of their employment,
14 PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been
15 paid had they been paid for actual recorded time rather than "rounded" time. Additionally,
16 DEFENDANT engages in the practice of requiring PLAINTIFF and the AGGRIEVED
17 EMPLOYEES to perform work off the clock in that DEFENDANT, as a condition of
18 employment, required these employees to submit to mandatory temperature checks and
19 symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's
20 timekeeping system for the workday. As a result, PLAINTIFF and the AGGRIEVED
21 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
22 breaks by working without their time being correctly recorded and without compensation at
23 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
24 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
25 records.

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

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

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

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

24 18. During the PAGA PERIOD, DEFENDANT failed to accurately record and
25 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
26 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
27 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
28 all time worked, meaning the time during which an employee was subject to the control of

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

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

1 under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to time
2 provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements which
3 violated Cal. Lab. Code § 226.

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

8 in [I]n addition to, and entirely independent and apart from, any other penalty provided
9 this article, every person who fails to pay the wages of each employee as provided in
10 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
11 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.

12 21. DEFENDANT from time to time failed to pay PLAINTIFF and the
13 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
14 accordance with Cal. Lab. Code § 204(d), including but not limited to for the “Hourly”
15 regular wage payments.

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

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

26 24. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
27 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
28 earned non-discretionary incentive wages which increased their regular rate of pay.

1 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
2 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
3 required under Cal. Lab. Code Section 246.

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

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

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

1 28. In the course of their employment PLAINTIFF and the AGGRIEVED
2 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
3 personal cellular phones as a result of and in furtherance of their job duties as employees for
4 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
5 associated with the use of their personal cellular phones and home offices for
6 DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES
7 were required by DEFENDANT to use their personal cellular phones and home offices. As
8 a result, in the course of their employment with DEFENDANT, PLAINTIFF and the
9 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
10 were not limited to, costs related to the use of their personal cellular phones and home
11 offices all on behalf of and for the benefit of DEFENDANT.

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

17 **JURISDICTION AND VENUE**

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

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

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1 **FIRST CAUSE OF ACTION**

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

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

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

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

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

17 34. PLAINTIFF, and such persons that may be added from time to time who
18 satisfy the requirements and exhaust the administrative procedures under the Private
19 Attorney General Act, brings this Representative Action on behalf of the State of California
20 with respect to himself and all individuals who are or previously were employed by Domaine
21 Chandon, Inc. and/or Newton Vineyard LLC in California, including any employees staffed
22 with Domaine Chandon, Inc. and/or Newton Vineyard LLC by a third party, and classified
23 as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of July
24 11, 2021 until a date as determined by the Court (the "PAGA PERIOD").

25 35. On July 11, 2022, PLAINTIFF gave written notice by electronic mail to the
26 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
27 employer of the specific provisions of this code alleged to have been violated as required by
28 Labor Code § 2699.3. On September 27, 2022, PLAINTIFF gave amended written notice

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

8 36. The policies, acts and practices heretofore described were and are an unlawful
9 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
10 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
11 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
12 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
13 required expenses and (f) failed to provide wages when due, all in violation of the applicable
14 Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 212, 218, 221,
15 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and the
16 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
17 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
18 Labor Code Private Attorney General Act of 2004 as the representative of the State of
19 California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED
20 EMPLOYEES.

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 A) Recovery of civil penalties as prescribed by the Labor Code Private

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

1 Attorneys General Act of 2004; and,

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

4 Dated: December 6, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
5 LLP

6
7 By: /s/ Nicholas De Blouw
8 Norman B. Blumenthal
9 Kyle R. Nordrehaug
10 Nicholas J. De Blouw

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