

Carolyn Hunt Cottrell (SBN 166977)  
Ori Edelstein (SBN 268145)  
Philippe Gaudard (SBN 331744)  
SCHNEIDER WALLACE  
COTTRELL KONECKY LLP  
2000 Powell Street, Suite 1400  
Emeryville, California 94608  
Tel: (415) 421-7100; Fax: (415) 421-7105  
ccottrell@schneiderwallace.com  
oedelstein@schneiderwallace.com  
pgaudard@schneiderwallace.com

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Kern County Superior Court  
By Edith Carrillo, Deputy

*Attorneys for Plaintiff, on behalf of the State of  
California and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF KERN**

BCV-22-103413

DEBBIE CLAGG, on behalf of the State of  
California and Aggrieved Employees,

Plaintiff,

vs.

GOLDEN EMPIRE TRANSIT DISTRICT,

Defendant.

Case No. \_\_\_\_\_

**COMPLAINT FOR PENALTIES  
PURSUANT TO SECTIONS 2699(a) and (f)  
OF THE CALIFORNIA LABOR CODE  
PRIVATE ATTORNEYS GENERAL ACT**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Debbie Clagg (“Plaintiff”), on behalf of the State of California and Aggrieved  
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action on behalf of the State of California against  
5 Defendant Golden Empire Transit (“GET” or “Defendant”) for its systematic violations of  
6 California labor law with respect to Defendant’s current and former non-exempt hourly employees  
7 in California (the “Aggrieved Employees”).

8 2. Plaintiff and Aggrieved Employees are current and former non-exempt hourly  
9 employees of Defendant who worked and/or work as, without limitations, drivers, flex drivers, bus  
10 operators, and coach operators.

11 3. This Private Attorneys General Act (“PAGA”) action against Defendant challenges its  
12 policies and practices of: (1) failing to compensate Plaintiff and Aggrieved Employees for all hours  
13 worked; (2) failing to pay Plaintiff and Aggrieved Employees minimum wages for all hours worked  
14 as required by California law; (3) failing to pay Plaintiff and Aggrieved Employees overtime wages  
15 as required by California law for hours worked over eight hours in a day and/or forty hours in a  
16 week and at a double rate for all hours worked over 12 hours in a day and/or over eight hours on the  
17 seventh consecutive day of work in a workweek; (4) failing to authorize and permit Plaintiff and  
18 Aggrieved Employees to take meal breaks as required under California law; (5) failing to authorize  
19 and permit Plaintiff and Aggrieved Employees to take rest breaks as required under California law;  
20 (6) failing to reimburse Plaintiff and Aggrieved Employees for business expenditures as required  
21 under California law; (7) failing to provide Plaintiff and Aggrieved Employees accurate, itemized  
22 wage statements; and (8) failing to timely pay Plaintiff and Aggrieved Employees all wages owed  
23 upon separation from employment.

24 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and  
25 reasonable attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California  
26 Labor Code Private Attorneys General Act (“PAGA”).

1 **PARTIES**

2 5. Plaintiff and Aggrieved Employees are current and former non-exempt hourly workers  
3 employed by Defendant as, without limitations, drivers, flex drivers, bus operators, and coach  
4 operators in the State of California.

5 6. Plaintiff Debbie Clagg is an individual over the age of eighteen, and at all times  
6 mentioned in this Complaint was a resident of the State of California.

7 7. Plaintiff was employed by Defendants as a coach operator in Bakersfield, California  
8 from March 15, 2021, until October 19, 2021.

9 8. Plaintiff is informed, believes, and based thereon alleges that Golden Empire Transit  
10 ("Defendant") is headquartered in Bakersfield, California. Defendant does business in the State of  
11 California and employs and/or employed hourly, non-exempt employees in the State of California.

12 9. At all relevant times, Defendant has done business under the laws of the State of  
13 California, has had places of business in California, including in this judicial district, and has  
14 employed Aggrieved Employees in this judicial district. At all relevant times, Defendant is a  
15 "person" as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code § 17201. Defendant is also  
16 an "employer" within the meaning of the Labor Code and IWC Wage Orders.

17 10. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or  
18 indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of  
19 Plaintiff and Aggrieved Employees.

20 **SUBJECT MATTER JURISDICTION AND VENUE**

21 11. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA.  
22 The Court also has jurisdiction over Defendant because Defendant is authorized to do business in  
23 California, in fact does business in the State of California, and employs workers in the State of  
24 California. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 393 and/or  
25 395.5. Defendant conducts business and employs Aggrieved Employees throughout the state of  
26 California, including in this County.

**FACTUAL ALLEGATIONS**

12. Defendant provides public transportation services in and around Bakersfield, California.

13. Plaintiff worked for Defendant as a coach operator from March 15, 2021, until October 19, 2021, in Bakersfield, California. Plaintiff and Aggrieved Employees are responsible for picking up and dropping off passengers at designated locations, following a planned route according to a time schedule predetermined by Defendant, helping disabled passengers get on and off the bus, and keeping the bus clean and presentable to the public.

14. Like Plaintiff, the Aggrieved Employees are current and former non-exempt employees of Defendant in California. Plaintiff is informed, believes, and thereon alleges that the Aggrieved Employees perform work similar to Plaintiff, in that they support the daily functions of running Defendant's business activities.

15. Plaintiff is informed, believes, and thereon alleges that Defendant employs, and has employed, hundreds of non-exempt hourly workers in the State of California, including but not limited to drivers, flex drivers, bus operators, and coach operators.

16. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees are employed by Defendant in a similar manner throughout the State of California, including in this County, and perform work materially similar to Plaintiff.

17. Aggrieved Employees perform their jobs under Defendant's supervision using materials and technology approved and supplied by Defendant.

18. Aggrieved Employees are required to follow and abide by Defendant's common work, time, and pay policies and procedures in the performance of their job duties.

19. At the end of each pay period, Aggrieved Employees receive wages from Defendant that are determined by common systems and methods that Defendant selects and controls.

20. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and practices have at all relevant times been similar for Plaintiff and Aggrieved Employees.

1           21.     Plaintiff worked more than eight hours in a day and 40 hours in a week for at least one  
2 workweek during the one year before this Complaint was filed.<sup>1</sup>

3           22.     Upon information and belief, Aggrieved Employees worked more than eight hours per  
4 day and more than 40 hours in at least one workweek during the one year before this Complaint was  
5 filed. As a matter of common policy and/or practice, Defendant routinely requires Plaintiff and  
6 Aggrieved Employees to continue working during meal and rest breaks. Defendant requires that  
7 Plaintiff and Aggrieved Employees remain in their designated buses during their entire shifts and does  
8 not allow them to take compliant meal and/or rest breaks. In order to remain on schedule, Defendant  
9 only permits Plaintiff and Aggrieved Employees to take breaks of no more than five to six minutes at  
10 a time throughout the day. Moreover, Plaintiff and Aggrieved Employees are not allowed to leave  
11 their buses unattended during these five to six minute breaks and therefore are forced to remain on-  
12 duty at all times.

13           23.     Further, on days when Plaintiff and Aggrieved Employees work longer shifts of 10  
14 hours or more, they are not authorized to take a second meal break before the tenth hour of work.

15           24.     As a result of these policies and practices, Plaintiff and Aggrieved Employees are not  
16 provided duty-free, uninterrupted, and timely 30-minute meal periods during which they should be  
17 completely relieved of any duty, by the end of the fifth hour of work, and again, by the tenth hour  
18 of work.

19           25.     Plaintiff and Aggrieved Employees are also not provided duty-free, uninterrupted, and  
20 timely 10-minute rest breaks before the fourth hour of work, and again, before the eighth hour of  
21 work.

22           26.     Despite systematically failing to provide Plaintiff and Aggrieved Employees  
23 compliant meal and rest breaks, Defendant does not provide Plaintiff and Aggrieved Employees  
24 requisite one hour of premium payments for these non-compliant meal and rest breaks.

---

26  
27 <sup>1</sup> On average, Plaintiff worked 10 hours per shift, seven days per week. Plaintiff works approximately  
28 70 hours per week.

1           27. Plaintiff is informed, believes, and thereon allege that all non-exempt hourly  
2 employees of Defendant are subject to the same or similarly the same unlawful meal and rest break  
3 policies and practices.

4           28. Moreover, despite systematically requiring Plaintiff and Aggrieved Employees to  
5 continue working during their meal breaks, Defendant automatically deducts 30 minutes from  
6 Plaintiff and Aggrieved Employees pay for each meal break they should receive in accordance with  
7 California law regardless of whether Plaintiff and Aggrieved Employees do not, in fact, receive  
8 compliant meal breaks. This time spent working through automatically deducted meal periods goes  
9 unrecorded and uncompensated, even though it should be compensated at minimum wage, overtime  
10 and/or double time rates under California law, giving rise to minimum wage, overtime and/or double  
11 time violations.

12           29. Further, as a matter of common policy and/or practice, Defendant refuses to  
13 compensate Plaintiff and Aggrieved Employees at their appropriate overtime and/or double time  
14 rate for work performed above eight hours per shift and/or 40 hours per week and work above 12  
15 hours in a day or above eight hours on the seventh consecutive day of work in a workweek as  
16 required by California law. Defendant compensates Plaintiff and Aggrieved Employees at their  
17 regular rate of pay for all recorded hours including for all hours worked beyond eight hours in a day  
18 and/or 40 hours in a week. Plaintiff and Aggrieved Employees work approximately 70 hours per  
19 week, including approximately 30 hours of overtime and/or double time each week. However,  
20 Defendant does not compensate Plaintiff and Aggrieved Employees at the rate of one time and a  
21 half for all hours worked above eight hours per day and/or 40 hours per week and at a double rate  
22 for all hours worked above 12 hours in a day or above eight hours on the seventh consecutive day  
23 of work in a workweek.

24           30. Plaintiff is informed, believes, and thereon alleges that all non-exempt hourly  
25 employees of Defendant are subject to the same or similarly the same unlawful compensation  
26 practices and mechanisms.

1           31. As a matter of policy and practice, Defendant also fails to reimburse Plaintiff and  
2 Aggrieved Employees for all necessary business expenditures. Defendant forces Plaintiff and  
3 Aggrieved Employees to pay out of pocket for uniforms they are required to wear while at work.  
4 Defendant charges Plaintiff and Aggrieved Employees between \$12.00 and \$15.00 each pay period  
5 for the cost of these uniforms. Plaintiff and Aggrieved Employees pay for the costs of these uniforms  
6 out-of-pocket and are not reimbursed for such, even though it should be fully reimbursed under  
7 California law.

8           32. Plaintiff is informed, believes and based thereon, alleges that all non-exempt hourly  
9 employees of Defendant are subject to the same or similarly the same unlawful business  
10 expenditures policies and practices.

11           33. Defendant's common course of wage-and-hour abuse results in routinely failing to  
12 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees. As  
13 outlined above, Plaintiff and Aggrieved Employees are not compensated for all hours worked and  
14 do not receive appropriate overtime and/or double time premiums when applicable, resulting in  
15 minimum wage, overtime and/or double time violations, and do not receive one hour of premium  
16 payments for missed, interrupted and/or untimely meal and/or rest periods.

17           34. Defendant's failure to record all hours worked and compensate Plaintiff and Aggrieved  
18 Employees at the appropriate overtime and/or double time rate when applicable also results in a  
19 failure to provide Aggrieved Employees, including Plaintiff, accurate itemized wage statements as  
20 required by California law. The wage statements Defendants provide are not accurate because they  
21 do not reflect all hours worked, including minimum wage, overtime and/or double time  
22 compensation, and do not reflect appropriate rates for all recorded hours. Further, the wage  
23 statements are inaccurate because they do not include one hour of premium pay for non-compliant  
24 meal periods and/or rest breaks in violation of California law.

25           35. Further, Defendant does not provide Aggrieved Employees who are former workers  
26 of Defendant, including Plaintiff, with full payment of all wages during employment and following  
27 separation from employment. At the time their employment ends, Aggrieved Employees, including  
28

1 Plaintiff, are owed wages for all time worked, including overtime and/or double time, as well as one  
2 hour of premium payments for noncompliant meal and rest breaks, whether their termination was  
3 voluntary or involuntary; yet Defendant has failed to provide Aggrieved Employees, including  
4 Plaintiff, with such payments within the required time period. As a result, and pursuant to California  
5 Labor Code, Defendant is subject to waiting time penalties.

6 36. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct  
7 has been widespread, repeated, and consistent as to all Aggrieved Employees and throughout  
8 Defendants' operations in the State of California.

9  
10 **FIRST CAUSE OF ACTION**  
**Penalties Pursuant to Labor Code § 2699(a)**  
**(On Behalf of All Aggrieved Employees)**

11 37. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth  
12 herein.

13 38. Labor Code § 2699(a) provides:

14 Notwithstanding any other provision of law, any provision of this code  
15 that provides for a civil penalty to be assessed and collected by the Labor  
16 and Workforce Development Agency or any of its departments,  
17 divisions, commissions, boards, agencies or employees, for a violation  
of this code, may, as an alternative, be recovered through a civil action  
brought by an aggrieved employee on behalf of himself or herself and  
other current or former employees.

18 39. Labor Code §§ 201 and 202 require employers to immediately pay wages earned and  
19 unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after  
20 he or she quits, at the latest.

21 40. Labor Code § 203 provides, in relevant part:

22 If an employer willfully fails to pay, without abatement or reduction, in  
23 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an  
24 employee who is discharged or who quits, the wages of the employees  
shall continue as a penalty from the due date thereof at the same rate  
paid or until an action therefor is commenced; but the wages shall not  
25 continue for more than 30 days.

26 41. Labor Code § 256 provides: "The Labor Commissioner shall impose a civil penalty in  
27 an amount not exceeding 30 days' pay as waiting time under the terms of Section 203."  
28

1           42.     Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by  
2 Defendants, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved  
3 Employees in compliance with Labor Code §§ 201-202 and in the amounts established by Labor  
4 Code § 203.

5           43.     Labor Code § 226(a) provides:

6                   Every employer shall, semimonthly or at the time of each payment of  
7 wages, furnish each of his or her employees, either as a detachable part  
8 of the check, draft, or voucher paying the employee's wages, or  
9 separately when wages are paid by personal check or cash, an accurate  
10 itemized statement in writing showing (1) gross wages earned, (2) total  
11 hours worked by the employee, except for any employee whose  
12 compensation is solely based on a salary and who is exempt from  
13 payment of overtime under subdivision (a) of Section 515 or any  
14 applicable order of the Industrial Welfare Commission, (3) the number  
15 of piece-rate units earned and any applicable piece rate if the employee  
16 is paid on a piece-rate basis, (4) all deductions, provided that all  
deductions made on written orders of the employee may be aggregated  
and shown as one item, (5) net wages earned, (6) the inclusive dates of  
the period for which the employee is paid, (7) the name of the employee  
and his or her social security number, (8) the name and address of the  
legal entity that is the employer, and (9) all applicable hourly rates in  
effect during the pay period and the corresponding number of hours  
worked at each hourly rate by the employee.

17  
18           44.     Labor Code § 226(e)(1) provides, in relevant part:

19                   An employee suffering injury as a result of a knowing and intentional  
20 failure by an employer to comply with subdivision (a) is entitled to  
21 recover the greater of all actual damages or fifty dollars (\$50) for the  
22 initial pay period in which a violation occurs and one hundred dollars  
(\$100) per employee for each violation in a subsequent pay period, not  
to exceed an aggregate penalty of four thousand dollars (\$4,000), and is  
entitled to an award of costs and reasonable attorney's fees.

23           45.     Labor Code § 226.3 provides:

24                   Any employer who violates subdivision (a) of Section 226 shall be  
25 subject to a civil penalty in the amount of two hundred fifty dollars  
26 (\$250) per employee per violation in an initial citation and one thousand  
27 dollars (\$1,000) per employee for each violation in a subsequent  
28 citation, for which the employer fails to provide the employee a wage  
deduction statement or fails to keep the records required in subdivision

(a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

46. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Labor Code § 226(e)(1).

47. Pursuant to Labor Code § 2699.3(a)(1) and (2), on October 4, 2022, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this claim. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

48. Plaintiff seeks the aforementioned penalties on behalf of the State of California, other Aggrieved Employees, and herself as set forth in Labor Code § 2699.

49. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

50. Wherefore, Plaintiff requests relief as hereinafter provided.

**SECOND CAUSE OF ACTION**  
**Penalties Pursuant to Labor Code § 2699(f)**  
**(On Behalf of All Aggrieved Employees)**

51. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

52. Labor Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

1           53.     Labor Code § 200 defines wages as “all amounts for labor performed by employees  
2 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,  
3 commission basis or method of calculation.”

4           54.     Labor Code § 204(a) provides that “[a]ll wages ... earned by any person in any  
5 employment are due and payable twice during each calendar month...”

6           55.     IWC Wage Order 9-2001(2)(H) defines hours worked as “the time during which an  
7 employee is subject to the control of an employer and includes all the time the employee is suffered  
8 or permitted to work, whether or not required to do so.”

9           56.     Labor Code § 1198 makes it unlawful for employers to employ employees under  
10 conditions that violate the Wage Orders.

11          57.     Labor Code § 510(a) provides:

12                 Eight hours of labor constitutes a day’s work. Any work in excess of  
13 eight hours in one workday and any work in excess of 40 hours in any  
14 one workweek and the first eight hours worked on the seventh day of  
15 work in any one workweek shall be compensated at the rate of no less  
16 than one and one-half times the regular rate of pay for an employee. Any  
17 work in excess of 12 hours in one day shall be compensated at the rate  
18 of no less than twice the regular rate of pay for an employee. In addition,  
19 any work in excess of eight hours on any seventh day of a workweek  
20 shall be compensated at the rate of no less than twice the regular rate of  
21 pay of an employee. Nothing in this section requires an employer to  
22 combine more than one rate of overtime compensation in order to  
23 calculate the amount to be paid to an employee for any hour of overtime  
24 work.

25          58.     Labor Code § 1197 provides:

26                 The minimum wage for employees fixed by the commission or by any  
27 applicable state or local law, is the minimum wage to be paid to  
28 employees, and the payment of a lower wage than the minimum so fixed  
is unlawful. This section does not change the applicability of local  
minimum wage laws to any entity.

29          59.     Labor Code § 1194 provides, in relevant part:

30                 Notwithstanding any agreement to work for a lesser wage, any  
31 employee receiving less than the legal minimum wage or the legal  
32 overtime compensation applicable to the employee is entitled to recover  
33 in a civil action the unpaid balance of the full amount of this minimum

wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

60. Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001 require Defendant to authorize, permit, and/or make available timely and compliant meal and rest periods to its employees. Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001 prohibit employers from employing an employee for more than five hours without a meal period of not less than thirty minutes, and from employing an employee more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the thirty-minute meal period and ten-minute rest period, the employee is considered "on duty" and the meal period is counted as time worked under the applicable wage orders.

61. Labor Code § 2802 requires Defendant to indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.

62. Defendant's policies and practices result in minimum wage, overtime and double time violations, meal and periods violations, and business expenditures reimbursement violations.

63. To the extent than any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by Labor Code § 2699(f). Plaintiff seeks penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Labor Code provisions including, but not limited to, Labor Code 204, 226.7, 510, 512, 1194, 1197, 1198, 2802, IWC Wage Order 9-2001, and any other violation alleged herein does not carry penalties under Labor Code § 2699(a).

64. Pursuant to Labor Code § 2699.3(a)(1) and (2), on October 4, 2022, Plaintiff has provided the LWDA with notice of her intention to file this claim. At least Sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

65. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Labor Code § 2699(g)(1).

66. Defendant is liable to Plaintiff, the State of California, and Aggrieved Employees for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

67. Wherefore, Plaintiff requests relief as hereinafter provided.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendant has violated the California Labor Code as alleged herein;
2. For an order awarding the State of California, Plaintiff and Aggrieved Employees civil penalties to the full extent provided for under the PAGA;
3. For an award of reasonable attorneys' fees as provided by the California Labor Code, including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law;
4. For all costs of suit, as provided in Labor Code § 2699(g)(1); and
5. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

Date: December 21, 2022



Carolyn H. Cottrell  
Ori Edelstein  
Philippe M. Gaudard  
SCHNEIDER WALLACE  
COTTRELL KONECKY LLP

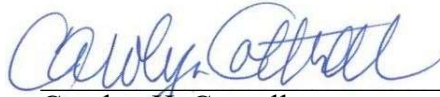
*Attorneys for Plaintiff, on behalf of the State of  
California and Aggrieved Employees*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to  
3 a jury.

4 Respectfully submitted,

5 Date: December 21, 2022

6 

7 Carolyn H. Cottrell  
8 Ori Edelstein  
9 Philippe M. Gaudard  
10 SCHNEIDER WALLACE  
11 COTTRELL KONECKY LLP

12 *Attorneys for Plaintiff, on behalf of the State of*  
13 *California and Aggrieved Employees*