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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

CHRISTINA AWAD and SCOTT FORD,
on behalf of the State of California, as a
private attorney general,

Plaintiff,

vs.

PRO UNLIMITED, INC., a Corporation;
BIOMARIN PHARMACEUTICAL INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CIV2300419

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR:**

Civil Penalties Pursuant to Labor Code § 2698, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226, 226.7, 227.3, 246, 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 Plaintiffs Christina Awad (“PLAINTIFF AWAD”) and Scott Ford (“PLAINTIFF FORD”),
2 on behalf of the people of the State of California and as “aggrieved employees” acting as private
3 attorney generals under the Labor Code Private Attorney General Act of 2004, § 2699, *et seq.*
4 (“PAGA”) only, allege on information and belief, except for their own acts and knowledge which are
5 based on personal knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF AWAD and PLAINTIFF FORD (collectively, “PLAINTIFFS”) bring
8 this action against Defendants Pro Unlimited, Inc. and Biomarin Pharmaceutical Inc. (referred to
9 as “DEFENDANTS”) seeking only to recover PAGA civil penalties for themselves, and on behalf of
10 all current and former aggrieved employees that worked for DEFENDANTS. PLAINTIFFS do **not**
11 **seek to recover anything other than penalties as permitted by California Labor Code § 2699.**

12 To the extent that statutory violations are mentioned for wage violations, PLAINTIFFS do not seek
13 underlying general and/or special damages for those violations, but simply the civil penalties
14 permitted by California Labor Code § 2699.

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

18 3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for
19 DEFENDANTS’ violations under PAGA and solely for the relief as permitted by PAGA – that is,
20 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 a
22 PAGA-only action.

23 **THE PARTIES**

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

26 5. Biomarin Pharmaceutical Inc. is a corporation that at all relevant times mentioned
27 herein conducted and continues to conduct substantial business in the state of California.

1 6. Pro Unlimited, Inc. and Biomarin Pharmaceutical Inc. were the joint employers of
2 PLAINTIFFS as evidenced by paycheck and by the company PLAINTIFFS performed work for
3 respectively, and are therefore jointly responsible as employers for the conduct alleged herein, and
4 are therefore collectively referred to herein as "DEFENDANTS."

5 7. PLAINTIFF AWAD was employed by DEFENDANTS in California from
6 November of 2021 to November 11, 2022. PLAINTIFF FORD was employed by DEFENDANT
7 BIOMARIN in California from October 7, 2019 to August 3, 2023. PLAINTIFFS were at all times
8 classified by DEFENDANTS as non-exempt employees, paid on an hourly basis, and entitled to the
9 legally required meal and rest periods and payment of minimum and overtime wages due for all
10 time worked.

11 8. PLAINTIFFS, and such persons that may be added from time to time who satisfy the
12 requirements and exhaust the administrative procedures under the Private Attorney General Act,
13 bring this Representative Action on behalf of the State of California with respect to themselves and
14 all individuals who are or previously were employed by Pro Unlimited, Inc. and/or Biomarin
15 Pharmaceutical Inc. in California, including any employees staffed with Pro Unlimited, Inc. and/or
16 Biomarin Pharmaceutical Inc. by a third party, and classified as non-exempt employees
17 ("AGGRIEVED EMPLOYEES") during the time period of November 29, 2021 until December 27,
18 2024(the "PAGA PERIOD").

19 9. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES
20 presently or formerly employed by DEFENDANTS during the PAGA PERIOD, bring this
21 representative action pursuant to Labor Code § 2698, et seq. seeking fixed civil penalties for
22 DEFENDANTS' violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226,
23 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
24 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
25 Based upon the foregoing, PLAINTIFFS and all AGGRIEVED EMPLOYEES are aggrieved
26 employees within the meaning of Labor Code § 2699, *et seq.*

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

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

17 **THE CONDUCT**

18 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
19 required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all their time worked,
20 meaning the time during which an employee is subject to the control of an employer, including all
21 the time the employee is suffered or permitted to work. DEFENDANTS require PLAINTIFFS and
22 the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under
23 DEFENDANTS' control. Among other things, DEFENDANTS require PLAINTIFFS to work
24 while clocked out during what is supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS
25 were from time to time interrupted by work assignments while clocked out for what should have
26 been PLAINTIFF'S off-duty meal break. DEFENDANTS, as a matter of established company
27 policy and procedure, administer a uniform practice of rounding the actual time worked and

1 recorded by PLAINTIFFS and the AGGRIEVED EMPLOYEES, always to the benefit of
2 DEFENDANTS, so that during the course of their employment, PLAINTIFFS and the
3 AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for
4 actual recorded time rather than “rounded” time. Additionally, DEFENDANTS engage in the
5 practice of requiring PLAINTIFFS and the AGGRIEVED EMPLOYEES to perform work off the
6 clock in that DEFENDANTS, as a condition of employment, required these employees to submit to
7 mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to
8 clocking into DEFENDANTS’ timekeeping system for the workday. As a result, PLAINTIFFS
9 and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and
10 off-duty meal breaks by working without their time being correctly recorded and without
11 compensation at the applicable rates. DEFENDANTS’ policy and practice not to pay PLAINTIFFS
12 and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANTS’
13 business records.

14 13. State law provides that employees must be paid overtime and meal and rest break
15 premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFFS and the
16 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied to
17 specific elements of an employee’s performance.

18 14. The second component of PLAINTIFFS’ and the AGGRIEVED EMPLOYEES’
19 compensation is DEFENDANTS’ non-discretionary incentive program that paid PLAINTIFFS and
20 the AGGRIEVED EMPLOYEES incentive wages based on their performance for DEFENDANTS.
21 The non-discretionary incentive program provided all employees paid on an hourly basis with
22 incentive compensation when the employees met the various performance goals set by
23 DEFENDANTS. However, when calculating the regular rate of pay in order to pay overtime and
24 meal and rest break premiums to PLAINTIFFS and the AGGRIEVED EMPLOYEES,
25 DEFENDANTS failed to include the incentive compensation as part of the employees’ “regular rate
26 of pay” for purposes of calculating overtime pay and meal and rest break premium pay.
27 Management and supervisors described the incentive program to potential and new employees as
part of the compensation package. As a matter of law, the incentive compensation received by

1 PLAINTIFFS and the AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.”
2 The failure to do so has resulted in a underpayment of overtime compensation and meal and rest
3 break premiums to PLAINTIFFS and the AGGRIEVED EMPLOYEES by DEFENDANTS.

4 15. As a result of their rigorous work schedules, PLAINTIFFS and the AGGRIEVED
5 EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks and
6 were not fully relieved of duty for their meal periods. PLAINTIFFS and the AGGRIEVED
7 EMPLOYEES were required from time to time to perform work as ordered by DEFENDANTS for
8 more than five (5) hours during some shifts without receiving a meal break. Further,
9 DEFENDANTS from time to time fails to provide PLAINTIFFS and AGGRIEVED EMPLOYEES
10 with a second off-duty meal period for some workdays in which these employees were required by
11 DEFENDANTS to work ten (10) hours of work. DEFENDANTS also engaged in the practice of
12 rounding the meal period times to avoid paying penalties to PLAINTIFFS and the AGGRIEVED
13 EMPLOYEES. PLAINTIFFS and the AGGRIEVED EMPLOYEES therefore forfeit meal breaks
14 without additional compensation and in accordance with DEFENDANT’S’ corporate policy and
15 practice.

16 16. During the PAGA PERIOD, PLAINTIFFS and the AGGRIEVED EMPLOYEES
17 were also required from time to time to work in excess of four (4) hours without being provided ten
18 (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten
19 (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first
20 and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and
21 eight (8) hours from time to time, and a first, second and third rest period of at least ten (10)
22 minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFFS and the
23 AGGRIEVED EMPLOYEES were also not provided with one hour wages in lieu thereof.
24 Additionally, the applicable California Wage Order requires employers to provide employees with
25 off-duty rest periods, which the California Supreme Court defined as time during which an
26 employee is relieved from all work related duties and free from employer control. In so doing, the
27 Court held that the requirement under California law that employers authorize and permit all
employees to take rest period means that employers must relieve employees of all duties and

1 relinquish control over how employees spend their time which includes control over the locations
2 where employees may take their rest period. Employers cannot impose controls that prohibit an
3 employee from taking a brief walk - five minutes out, five minutes back. Here, DEFENDANTS'
4 policy restricted PLAINTIFFS and the AGGRIEVED EMPLOYEES from unconstrained walks and
5 is unlawful based on DEFENDANTS' rule which states PLAINTIFFS and the AGGRIEVED
6 EMPLOYEES cannot leave the work premises during their rest period.

7 17. During the PAGA PERIOD, DEFENDANTS fail to accurately record and pay
8 PLAINTIFFS and the AGGRIEVED EMPLOYEES for the actual amount of time these employees
9 worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
10 required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all time worked, meaning
11 the time during which an employee was subject to the control of an employer, including all the time
12 the employee was permitted or suffered to permit this work. DEFENDANTS required these
13 employees to work off the clock without paying them for all the time they were under
14 DEFENDANTS' control. As such, DEFENDANTS knew or should have known that PLAINTIFFS
15 and the AGGRIEVED EMPLOYEES were under compensated for all time worked. As a result,
16 PLAINTIFFS and the AGGRIEVED EMPLOYEES forfeited time worked by working without
17 their time being accurately recorded and without compensation at the applicable minimum wage
18 and overtime wage rates. To the extent that the time worked off the clock does not qualify for
19 overtime premium payment, DEFENDANTS fail to pay minimum wages for the time worked off-
20 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

21 18. From time to time, DEFENDANTS also fail to provide PLAINTIFFS and the
22 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show,
23 among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that
24 every employer shall furnish each of his or her employees with an accurate itemized wage statement
25 in writing showing, among other things, gross wages earned and all applicable hourly rates in effect
26 during the pay period and the corresponding amount of time worked at each hourly rate.
27 PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the
wage statements should reflect all applicable hourly rates during the pay period and the total hours

1 worked, and the applicable pay period in which the wages were earned pursuant to California Labor
2 Code Section 226(a). The wage statements DEFENDANTS provided to PLAINTIFFS and the
3 AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage
4 statements failed to identify the accurate total hours worked each pay period. When the hours
5 shown on the wage statements were added up, they did not equal the actual total hours worked
6 during the pay period in violation of Cal. Lab. Code section 226(a)(2). As a separate violation of
7 Labor Code section 226(a), DEFENDANTS failed to provide accurate itemized wage statements to
8 PLAINTIFFS and AGGRIEVED EMPLOYEES who earned overtime wages. When
9 DEFENDANTS paid overtime wages—including Overtime, Doubletime Pay, OT Shift, and DT
10 Shift wages—to employees, the corresponding wage statements failed to identify the applicable
11 hourly rate and/or hours for such wages. Rather, when the applicable rate and hours shown on the
12 wage statements are multiplied, it does not equate to the amount of wages being paid. Aside, from
13 the violations listed above in this paragraph, DEFENDANTS fail to issue to PLAINTIFFS an
14 itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.* As
15 a result, DEFENDANTS from time to time provided PLAINTIFFS and the AGGRIEVED
16 EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

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

21 [I]n addition to, and entirely independent and apart from, any other penalty provided in
22 this article, every person who fails to pay the wages of each employee as provided in
23 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial violation,
24 one hundred dollars (\$100) for each failure to pay each employee; (2) For each subsequent
25 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure
26 to pay each employee, plus 25 percent of the amount unlawfully withheld.

27 20. DEFENDANTS from time to time fail to pay PLAINTIFFS and the AGGRIEVED
EMPLOYEES within seven (7) days of the close of the payroll period in accordance with Cal. Lab.
Code § 204(d), including but not limited to the “Hourly” regular wage payments.

1 21. DEFENDANTS underpay sick pay wages to PLAINTIFFS and the AGGRIEVED
2 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code
3 Section 246. Specifically, PLAINTIFFS and other non-exempt employees earn non-discretionary
4 remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANTS underpay sick
5 pay to PLAINTIFFS and the AGGRIEVED EMPLOYEES at their base rates of pay.

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

10 23. DEFENDANTS violated Cal. Lab. Code Section 246 by failing to pay sick pay at
11 the regular rate of pay. PLAINTIFFS and the AGGRIEVED EMPLOYEES routinely earned non-
12 discretionary incentive wages which increased their regular rate of pay. However, when sick pay
13 was paid, it was paid at the base rate of pay for PLAINTIFFS and the AGGRIEVED
14 EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab.
15 Code Section 246.

16 24. As a pattern and practice, DEFENDANTS regularly failed to pay PLAINTIFFS and
17 the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time penalties
18 pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are informed and believe and based
19 thereon allege that such failure to pay sick pay at regular rate was willful, such that the
20 AGGRIEVED EMPLOYEES whose employment has separated are entitled to waiting time
21 penalties pursuant to Cal. Lab. Code Sections 201-203.

22 25. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer to
23 collect or receive from an employee any part of wages theretofore paid by said employer to said
24 employee." DEFENDANTS fail to pay all compensation due to PLAINTIFFS and the
25 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
26 PLAINTIFFS and the AGGRIEVED EMPLOYEES, fail to disclose all aspects of the deductions
27 from compensation payable to PLAINTIFFS and the AGGRIEVED EMPLOYEES, and thereby fail
to pay these employees all wages due at each applicable pay period and upon termination.

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

11 27. In the course of their employment PLAINTIFFS and the AGGRIEVED
12 EMPLOYEES as a business expense, were required by DEFENDANTS to use their own personal
13 cellular phones and personal home offices as a result of and in furtherance of their job duties as
14 employees for DEFENDANTS but are not reimbursed or indemnified by DEFENDANTS for the
15 cost associated with the use of their personal cellular phones and home offices for DEFENDANTS'
16 benefit. Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were required by
17 DEFENDANTS to use their personal cellular phones and home offices to perform work functions
18 for DEFENDANTS. As a result, in the course of their employment with DEFENDANTS,
19 PLAINTIFFS and the AGGRIEVED EMPLOYEES incurred unreimbursed business expenses
20 which included, but were not limited to, costs related to the use of their personal cellular phones
21 and personal home offices all on behalf of and for the benefit of DEFENDANTS.

22 28. All of the conduct and violations alleged herein occurred during the PAGA
23 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
24 PLAINTIFFS during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations that
25 affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018 AJDAR
26 12157 (Certified for Publication 12/19/18).

27
JURISDICTION AND VENUE

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

3 30. Venue is proper in this Court pursuant to Cal. Code of Civ. Proc. Sections 395 and
4 395.5, because DEFENDANTS (i) currently maintains and at all relevant times maintained its
5 principal offices and facilities in this County and/or conducts substantial business in this County,
6 and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFFS and
7 other AGGRIEVED EMPLOYEES.

8 **FIRST CAUSE OF ACTION**
9 **For Violation of the Private Attorneys General Act**
10 **[Cal. Lab. Code §§ 2698, *et seq.*]**
11 **(By PLAINTIFFS and Against All Defendants)**

12 31. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth
13 herein, the prior paragraphs of this Complaint.

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

23 33. PLAINTIFFS, and such persons that may be added from time to time who satisfy the
24 requirements and exhaust the administrative procedures under the Private Attorney General Act,
25 bring this Representative Action on behalf of the State of California with respect to themselves and
26 all individuals who are or previously were employed by Pro Unlimited, Inc. and/or Biomarin
27 Pharmaceutical Inc. in California, including any employees staffed with Pro Unlimited, Inc. and/or
Biomarin Pharmaceutical Inc. by a third party, and classified as non-exempt employees

1 (“AGGRIEVED EMPLOYEES”) during the time period of November 29, 2021 until December
2 27, 2024(the "PAGA PERIOD").

3 34. On November 29, 2022, PLAINTIFF AWAD gave written notice by electronic mail
4 to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
5 employer of the specific provisions of this code alleged to have been violated as required by Labor
6 Code § 2699.3. On August 7, 2023, PLAINTIFF FORD gave written notice by electronic mail to
7 the Agency and by certified mail to the employer of the specific provisions of this code alleged to
8 have been violated as required by Labor Code § 2699.3. The statutory waiting period for
9 PLAINTIFFS to add these allegations to the Complaint has expired. As a result, pursuant to
10 Section 2699.3, PLAINTIFFS may now commence a representative civil action under PAGA
11 pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED
12 EMPLOYEES as herein defined.

13 35. The policies, acts and practices heretofore described were and are an unlawful
14 business act or practice because DEFENDANTS (a) failed to provide PLAINTIFFS and the
15 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and
16 provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay
17 overtime wages and sick pay wages, (e) failed to reimburse employees for required expenses, and
18 (f) failed to provide wages when due, all in violation of the applicable Labor Code sections listed
19 in Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226, 226.7, 227.3, 246, 510, 512,
20 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
21 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil
22 penalties as a result of such conduct. PLAINTIFFS hereby seek recovery of only civil penalties as
23 prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the
24 State of California for the illegal conduct perpetrated on PLAINTIFFS and the AGGRIEVED
25 EMPLOYEES.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
severally, as follows:

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

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

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

7
8 Dated: January 3, 2025

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

9
10 By: /s/ Nicholas J. DeBlouw

11 Norman B. Blumenthal
12 Kyle R. Nordrehaug
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14 *Attorneys for Plaintiffs*
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