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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

13 MARK HOWELL, an individual, on behalf of  
the State of California,

14 Plaintiff,

15 v.

16 COMFORT CHOICE HOSPICE CARE, INC.,  
17 a California corporation; CHOICE HEALTH  
GROUP, INC., a California corporation; LIRA  
18 HOSPICE, INC., a California corporation;  
RIGHT CHOICE CAREGIVING, INC., a  
19 California corporation; MY CHOICE  
THERAPY, INC., a California corporation;  
20 and DOES 1 through 10, inclusive,

21 Defendants.

CASE NO.: **23STCV10153**

**REPRESENTATIVE ACTION  
COMPLAINT FOR VIOLATION OF THE  
CALIFORNIA PRIVATE ATTORNEYS  
GENERAL ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

1. Plaintiff Mark Howell (“Plaintiff”) brings this representative action on behalf of the State of California, pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), against Comfort Choice Hospice Care, Inc. (“CHHI”), Choice Health Group, Inc. (“CHGI”), Lira Hospice, Inc. (“LHI”), My Choice Therapy, Inc. (“MCTI”), Right Choice Caregiving, Inc. (“RCGI”), and Does 1 through 10, inclusive (collectively, “Defendants”). Plaintiff makes the following allegations on information and belief, except as to allegations pertaining to Plaintiff individually, which are based on his personal knowledge.

## INTRODUCTION

2. Defendants have implemented common policies and practices that have resulted in systematic violations of California's Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Order(s). Accordingly, Plaintiff, on behalf of the State of California, brings this representative action to recover civil penalties for the California Labor and Workforce Development Agency ("LWDA"), himself, and all other aggrieved employees—i.e., non-exempt employees who worked for Defendants in California during the statute of limitations period—predicated on Defendants' failure to provide legally compliant meal periods and rest breaks and failure to provide compensation for missed and otherwise unlawful meal periods and rest breaks, unpaid regular, overtime, and minimum wage compensation, failure to timely pay wages, failure to pay all wages owed and due to discharged or quitting non-exempt employees, failure to maintain required records, failure to provide accurate itemized wage statements, failure to provide COVID-19 supplemental paid sick leave, failure to reimburse for employment-related expenses, and failure to provide notice of employer-related information at the time of hiring.

## JURISDICTION AND VENUE

3. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a resident of the State of California and Defendants regularly conduct business in the State of California. No federal question is at issue because Plaintiff's claims are based solely on California law.

4. Venue is proper in this judicial district and the County of Los Angeles because Defendants' headquarters and principal place of business is in the County of Los Angeles, aggrieved

1 employees performed work for Defendants in the County of Los Angeles, and a substantial portion of  
2 the unlawful actions and omissions, as alleged herein, occurred in the County of Los Angeles.

3 **THE PARTIES**

4 5. Plaintiff is a resident of the State of California and was a non-exempt employee of  
5 Defendants who worked as a per diem nurse for Defendants from approximately April 2022 to  
6 January 2023.

7 6. On information and belief, and at all times relevant herein, CHHI has been a  
8 California corporation that has done business in the State of California as a hospice care provider.

9 7. On information and belief, and at all times relevant herein, CHGI has been a  
10 California corporation that has done business in the State of California as a hospice care provider.

11 8. On information and belief, and at all times relevant herein, LHI has been a California  
12 corporation that has done business in the State of California as a hospice care provider.

13 9. On information and belief, and at all times relevant herein, MCTI has been a  
14 California corporation that has done business in the State of California as a hospice care provider.

15 10. On information and belief, and at all times relevant herein, RCGI has been a  
16 California corporation that has done business in the State of California as a hospice care provider.

17 11. On information and belief, and at all times material herein, there has been common  
18 ownership or financial control between Defendants. They were the alter egos, divisions, affiliates,  
19 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-  
20 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of  
21 each other. Each Defendant was completely dominated by his, her or its co-Defendant, and each was  
22 the alter ego of the other.

23 12. Moreover, at all material times herein, there has been extensive interrelation of  
24 operations, common management, centralized control of labor relations, human resources, staffing  
25 issues, payroll, etc., with respect to Plaintiff and other aggrieved employees. In short, Defendants  
26 jointly employed or exercised control over the wages, hours, and working conditions of Plaintiff and  
27 other aggrieved employees, and all Defendants are jointly and severally liable for the wage-and-hour  
28 violations, experienced by Plaintiff and other aggrieved employees, and which constitute the factual

1 predicate of this lawsuit.

2       13. The true names and capacities of Does 1 through 10, inclusive, are unknown to  
3 Plaintiff at this time, and Plaintiff therefore sues such Defendants under fictitious names. Plaintiff is  
4 informed and believes, and thereon alleges, that each Defendants designated as a Doe is in some  
5 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved  
6 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such  
7 Doe Defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true  
8 names and capacities of such Doe Defendants when ascertained.

9                               **REPRESENTATIVE ACTION ALLEGATIONS**

10       14. On February 27, 2023, Plaintiff gave written notice by certified mail, pursuant to  
11 California Labor Code § 2699.3, to the LWDA and Defendants, of the specific provisions of the  
12 California Labor Code and applicable IWC Wage Orders alleged to have been violated, including the  
13 facts and theories to support the alleged violations. Within sixty-five (65) calendar days of the  
14 postmark date of Plaintiff's notice letter, dated February 27, 2023, the LWDA did not inform Plaintiff  
15 that it intends to investigate the alleged violations. Nor did Defendants respond to any of the  
16 allegations contained in Plaintiff's notice letter. Therefore, Plaintiff has complied with all  
17 requirements set forth in California Labor Code § 2699.3 to commence a representative action under  
18 the PAGA.

19       15. Plaintiff was a non-exempt employee of Defendants during the time period beginning  
20 one year and 65 days prior to the filing of this Complaint to the present—i.e., the statute of  
21 limitations period. Plaintiff also personally experienced violations of the California Labor Code  
22 during his employment with Defendants, as alleged herein.

23                               **FACTUAL ALLEGATIONS**

24                               **Failure to Provide Required Meal Periods**

25                               **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

26       16. During the statute of limitations period, as part of Defendants' unlawful policies and  
27 practices to minimize labor costs and maximize profits, Defendants have required, permitted or  
28 otherwise suffered Plaintiff and other aggrieved employees to perform work during their meal

1 periods, to completely skip their meal periods, to take late and short meal periods, and Defendants  
2 have otherwise failed to provide the required meal periods to Plaintiff and other aggrieved employees  
3 as required under California Labor Code §§ 226.7, 512, and IWC Wage Order No. 5-2001, § 11.

4 17. Defendants have implemented several common policies and practices that have caused  
5 Plaintiff and other aggrieved employees to systematically miss and otherwise take non-compliant  
6 meal periods.

7 18. Defendants have implemented a common policy of allotting a grossly insufficient  
8 staffing ratio, which causes aggrieved employees like Plaintiff to miss or otherwise take non-  
9 compliant meal periods. For example, Plaintiff, a per diem nurse, was required to complete an  
10 unreasonable number of in-home patient care visits. As a direct consequence, Plaintiff and other  
11 aggrieved employees had so much work to complete within their scheduled shifts that they are forced  
12 to skip their meal periods altogether, to take them after working longer than five (5) hours, to perform  
13 work during their meal periods, or return to work after taking less than a thirty (30) minute meal  
14 period.

15 19. When Plaintiff and other aggrieved employees were able to take meal periods, they  
16 were systematically interrupted. In particular, Defendants required Plaintiff and other aggrieved  
17 employees to carry cell phones on their person at all times, and consequently, their meal periods were  
18 regularly interrupted and/or cut short because they would be forced to communicate on these devices  
19 during meal periods.

20 20. Despite work conditions that systematically result in missed and non-compliant meal  
21 periods, and in order to keep labor costs down, Defendants have implemented a policy and practice of  
22 failing to pay meal period premium payments when owed and due. Thus, Defendants have also  
23 violated California Labor Code §§ 226.7 and § 11 of the applicable IWC Wage Order by failing to  
24 compensate Plaintiff and other aggrieved employees who were not authorized and permitted to take a  
25 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper  
26 regular rate of pay for each workday that such a meal period was not authorized or permitted.

27 ///

28 ///

1 **Failure to Provide Required Rest Breaks**

2 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

3 21. During the statute of limitations period, as part of Defendants' unlawful policies and  
4 practices to minimize labor costs and maximize profits, Defendants have failed to authorize and  
5 permit Plaintiff and other aggrieved employees to take rest breaks as required under California Labor  
6 Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

7 22. The same common policies and practices that deprive Plaintiff and other aggrieved  
8 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to  
9 take their rest breaks. Namely, Defendants' skeletal staffing policy and unreasonable sales  
10 expectations (i.e., the number of in-home patient care visits), forces Plaintiff and other aggrieved  
11 employees to skip their rest breaks otherwise take non-compliant rest breaks. And when Plaintiff and  
12 other aggrieved employees were able to take rest breaks, they were interrupted by virtue of the fact  
13 that they were required to carry mobile communication devices on their person at all times.  
14 Additionally, Defendants fail to adequately inform aggrieved employees of their rights to take rest  
15 breaks, by among other methods, failing to provide proper training and failing to implement adequate  
16 schedules regarding rest breaks.

17 23. Defendants further violated California Labor Code § 226.7 and IWC Wage Order No.  
18 5-2001, § 12, by failing to pay Plaintiff and other aggrieved employees who were not provided with a  
19 rest break, in accordance with the applicable wage order, one additional hour of compensation at the  
20 proper regular rate of pay for each workday that a rest break was not provided.

21 **Failure to Pay Overtime Wages**

22 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

23 24. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, §  
24 3, Defendants are required to compensate Plaintiff and other aggrieved employees for all overtime,  
25 which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in  
26 excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on  
27 the seventh consecutive workday, with double time for all hours worked in excess of twelve (12)  
28 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh

1 consecutive day of work in any workweek.

2       25. During the statute of limitations period, Defendants failed to compensate Plaintiff and  
3 other aggrieved employees for all overtime hours worked as required under the foregoing provisions  
4 of the California Labor Code and IWC Wage Order by requiring, permitting or suffering Plaintiff and  
5 other aggrieved employees to work off-the-clock, including *inter alia*, during meal periods and rest  
6 breaks, but not compensating them for this time, inaccurately recording time in which Plaintiff and  
7 other aggrieved employees worked, paying them on a flat daily rate determined by the number of in-  
8 home patient care visits (i.e., a piece-rate system), and other methods to be discovered. Defendants  
9 also failed to properly calculate Plaintiff's and other aggrieved employees' regular rates of pay for the  
10 purposes of determining their overtime rates by, *inter alia*, failing to include the value of meal period  
11 and rest break premium payments owed and due, non-discretionary bonuses, and other forms of  
12 remuneration required to be included in the calculation of the regular rate, thereby failing to properly  
13 pay employees one and one-half times their regular rates at which they were employed for hours  
14 worked over forty in a week and/or over 8 hours per day.

15       26. Defendants have knowingly and willfully refused to perform their obligations to  
16 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in  
17 violation of California Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 1-2001, § 3.

18                   **Failure to Minimum Wages**

19                   **[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

20       27. Pursuant to California Labor Code §§ 1194, 1197, and § 4 of the applicable IWC  
21 Wage Order, payment to an employee of less than the applicable minimum wage for all hours worked  
22 in a payroll period is unlawful.

23       28. During the statute of limitations period, as part of Defendants' unlawful policies and  
24 practices to minimize labor costs and maximize profits, Defendants required Plaintiff and other  
25 aggrieved employees to work off-the-clock, including *inter alia*, during meal periods and rest breaks,  
26 but did not compensate them for this time. In addition, Defendants unlawfully and inaccurately  
27 recorded time that Plaintiff and other aggrieved employees worked, or failed to record this time  
28 altogether. Moreover, many aggrieved employees, including Plaintiff, were paid a flat rate regardless

1 of how many hours they actually worked (i.e., a piece-rate system), resulting in the systematic non-  
2 payment of minimum wages.

3 **Failure to Timely Pay Wages During Employment**

4 **[Cal. Lab. Code § 204]**

5 29. Pursuant to California Labor Code § 204, for all labor performed between the 1<sup>st</sup> and  
6 15<sup>th</sup> days of any calendar month, Defendants are required to pay their nonexempt employees between  
7 the 16<sup>th</sup> and 26<sup>th</sup> day of the month during which the labor was performed. California Labor Code §  
8 204 also provides that for all labor performed between the 16<sup>th</sup> and 26<sup>th</sup> days of any calendar month,  
9 Defendants are required to pay their non-exempt employees between the 1<sup>st</sup> and 10<sup>th</sup> day of the  
10 following calendar month. In addition, California Labor Code § 204 provides that all wages earned  
11 for labor in excess of the normal work period shall be paid no later than the payday of the next  
12 regular payroll period.

13 30. During the statute of limitations period, Defendants have knowingly and willfully  
14 failed to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the  
15 next regular payroll period as required by California Labor Code § 204.

16 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

17 **[Cal. Lab. Code §§ 201-203]**

18 31. Pursuant to California Labor Code §§ 201, 202 and 203, Defendants are required to  
19 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201  
20 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at  
21 the time of discharge are due and payable immediately.

22 32. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay  
23 all accrued wages due to an employee no later than 72 hours after the employee quits his or her  
24 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in  
25 which case the employee is entitled to his or wages at the time of quitting.

26 33. California Labor Code § 203 provides that if an employer willfully fails to pay, in  
27 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is  
28 discharged or who quits, the employer is liable for waiting time penalties in the form of continued

1 compensation to the employee at the same rate for up to 30 workdays.

2 34. During the statute of limitations period, Defendants have willfully failed to pay  
3 accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance with  
4 California Labor Code §§ 201 and 202. Because Defendants have failed and continue to fail to  
5 properly compensate Plaintiff and other aggrieved employees for all hours worked when due,  
6 overtime wages, and compensation for non-compliant meal periods and rest breaks, Defendants have  
7 also willfully failed and continue to fail to pay accrued wages and other compensation to Plaintiff and  
8 other aggrieved employees in accordance with California Labor Code §§ 201 and 202.

9 **Failure to Maintain Required Records**

10 **[Cal. Lab. Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

11 35. During the statute of limitations period, as part of Defendants' unlawful payroll  
12 policies and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,  
13 Defendants knowingly and intentionally failed to maintain records as required under California Labor  
14 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but not limited to, the  
15 following records: total daily hours worked by each employee; applicable rates of pay; all deductions;  
16 meal periods; time records showing when each employee begins and ends each work period; and  
17 accurate itemized statements. Defendants have also failed to properly inform Plaintiff and other  
18 aggrieved employees of how many COVID-19 Supplemental Paid Sick leave hours remain available  
19 on their wage statements or in a separate writing. Moreover, Defendants do not provide non-exempt  
20 employees with proper meal periods and rest breaks, but omit from the wage statements such  
21 compensation and/or remuneration owed and due. Additionally, Defendants require non-exempt  
22 employees to work off-the-clock but fail to record this time or compensate them for this time, which  
23 invariably results in inaccurate time and payroll records.

24 **Failure to Furnish Accurate Itemized Wage Statements**

25 **[Cal. Lab. Code § 226(a); IWC Wage Order No. 5-2001, § 7]**

26 36. During the statute of limitations period, Defendants have routinely failed to provide  
27 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.  
28 Defendants' pay stubs violate California Labor Code § 226 in that Defendants have not provided

1 Plaintiff and other aggrieved employees with proper meal periods and rest breaks but failed to include  
2 in their wage statements one (1) additional hour of compensation at their regular rates of pay for each  
3 missed or non-compliant meal or rest period. *See Naranjo v. Spectrum Sec. Servs., Inc.* (2022) 13  
4 Cal.5th 93, 972 (“failure to report premium pay for missed breaks can support monetary liability  
5 under section 226 for failure to supply an accurate itemized statement reflecting an employee’s gross  
6 wages earned, net wages earned, and credited hours worked.”).

7 37. In addition, Defendants do not properly pay Plaintiff and other aggrieved employees  
8 regular, and minimum wages owed and due to them, resulting in accurate wage statements.  
9 Defendants also suffer and permit Plaintiff and other aggrieved employees to work off-the-clock  
10 without compensation, yet such compensation and/or remuneration is not listed on the wage  
11 statements. Defendants have also failed to list the name and address of the correct legal entity that is  
12 the employer on Plaintiff’s and other aggrieved employees’ wage statements, in violation of  
13 California Labor § 226(a)(8). For example, the employer address listed on Plaintiff’s wage statements  
14 states: “1700 Iowa Ave STE 250 Riverside, CA 92507” but Defendants’ actual address is “6222  
15 Wilshire Blvd., Suite 230 Los Angeles, CA 90048.” The name of the employer on Plaintiff’s wage  
16 statements states both “Comfort Choice Hospice” and “Infinity Hospice And Palliative Car.”

17 38. Moreover, Defendants only lists gross wages on its wage statements—i.e., they fail to  
18 list either the hours worked or the number of piece-rate units earned and any applicable piece rate,  
19 such that Plaintiff and other aggrieved employees cannot tell if they were properly paid, in violation  
20 of California Labor § 226(a)(2) and/or California Labor § 226(a)(3).

21 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

22 **[Cal. Lab. Code § 2802]**

23 39. California Labor Code § 2802(a) requires an employer to indemnify an employee for  
24 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge  
25 of her his or her duties, or of his or her obedience to the directions of the employer.

26 40. During the statute of limitations period, Defendants required Plaintiff and other  
27 aggrieved employees to use their own personal devices, including cellular phones, to perform work-  
28 related duties. In addition, many aggrieved employees, including Plaintiff, traveled to client sites in

1 their own personal vehicles, but Defendants paid them a flat amount of \$5 per day as reimbursement  
2 for gas/mileage. This resulted in gross underpayment of Plaintiff's and other aggrieved employees'  
3 actual gas/mileage expenditures.

4 **Failure to Provide COVID-19 Supplemental Sick Leave**

5 **[Cal. Lab. Code § 248.1(b)(3)(A); Cal. Lab. Code § 248.2]**

6 41. During the statute of limitations period, Defendants have failed to provide  
7 supplemental COVID-19 sick leave. As of March 29, 2021, Defendants employed 26 or more  
8 aggrieved employees. As such, Defendants were required to provide 80 hours of COVID-19  
9 supplemental paid sick leave, and compensate Plaintiff and other aggrieved employees at their  
10 regular rates of pay for supplemental sick leave—i.e., the highest regular rate of pay, taking into  
11 consideration non-discretionary bonuses, etc. *See* Cal. Lab. Code § 248.1(b)(3)(A). Defendants were  
12 obligated to provide COVID-19 supplemental sick leave in addition to regular sick leave. *See* Cal.  
13 Lab. Code § 248.1(b)(2)(D). Further, Defendants are prohibited from requiring aggrieved employees  
14 to use any other paid or unpaid leave, paid time off, or vacation time provided by the hiring entity to  
15 the covered worker before the covered worker uses COVID-19 supplemental paid sick leave or in  
16 lieu of COVID-19 supplemental paid sick leave. *See* Cal. Lab. Code § 248.1(b)(4). Defendants have  
17 failed to comply with the foregoing sections of the COVID-19 supplemental paid sick leave laws.

18 **Failure to Provide Notice of Employer-Related Information**

19 **[Cal. Lab. Code § 2810.5]**

20 42. California Labor Code § 2810.5 requires employers in California to provide written  
21 notice at the time of hiring of certain employment-related information, as follows.

22 “(A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week,  
23 salary, piece, commission, or otherwise, including any rates for overtime, as applicable.

24 (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging  
allowances.

25 (C) The regular payday designated by the employer in accordance with the requirements of  
26 this code.

1 (D) The name of the employer, including any "doing business as" names used by the  
2 employer.

3 (E) The physical address of the employer's main office or principal place of business, and a  
4 mailing address, if different.

5 (F) The telephone number of the employer.

6 (G) The name, address, and telephone number of the employer's workers' compensation  
7 insurance carrier.

8 (H) That an employee: may accrue and use sick leave; has a right to request and use accrued  
9 paid sick leave; may not be terminated or retaliated against for using or requesting the use of  
10 accrued paid sick leave; and has the right to file a complaint against an employer who  
11 retaliates.

12 (I) Any other information the Labor Commissioner deems material and necessary."

13 43. During the statute of limitations period, Defendants failed to comply with California  
14 Labor Code § 2810.5 because they did not provide Plaintiff and other aggrieved employees with  
15 notice of the requirements set forth above at the time of their hiring.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

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

19 ***(Against all Defendants)***

20 44. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
21 allegations in paragraphs 1 through 43.

22 45. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code §  
23 2699(c), and a proper representative to bring a civil action on behalf of himself and other current and  
24 former non-exempt employees of Defendants pursuant to the procedures specified in California  
25 Labor Code § 2699.3, because Plaintiff was employed by Defendants and one or more of the alleged  
26 California Labor Code violations was committed against Plaintiff during the statute of limitations  
27 period.

28 46. Pursuant to California Labor Code § 2699, Plaintiff seeks to recover civil penalties  
under the PAGA, for Defendants' violations of the provisions of the California Labor Code and IWC

1 Wage Order alleged herein.

2 47. All civil penalties sought and recovered under this action will be allocated as follows:  
3 seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiff and  
4 aggrieved employees.

5 48. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California  
6 Labor Code § 2699(g)(1).

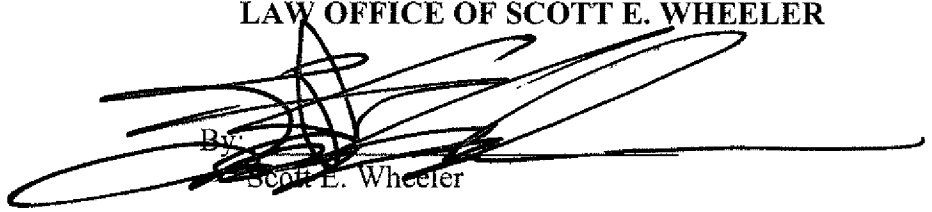
7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff, on behalf of himself and the State of California, prays for relief  
9 against Defendants as follows:

- 10 1. For civil penalties pursuant to California Labor Code § 2699 according to proof;  
11 2. For reasonable attorneys' fees and costs pursuant to California Labor Code §  
12 2699(g)(1), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions  
13 providing for attorneys' fees and costs; and  
14 3. For such further relief that the Court may deem just and proper.  
15

16 DATED: May 5, 2023

LAW OFFICE OF SCOTT E. WHEELER

17  
18 By: 

Scott E. Wheeler

20 **THE WAND LAW FIRM, P.C.**

Aubry Wand

21 *Attorneys for Plaintiff*  
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