

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 11/26/2024 10:59 AM
Reviewed By: T. Phan
Case #21CV386663
Envelope: 17432579**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

CATHERINE ZULU, RAMY EL
MALLAKH, and MIGUEL INFANZON
on behalf of the State of California, as a
private attorney generals,

Plaintiff,

vs.

FRONT PORCH COMMUNITIES AND
SERVICES, a California Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21CV386663

FIRST AMENDED COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
221, 226(a), 226.7, 246, 351, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision 5(A)-
(B)

1 Plaintiffs Catherine Zulu, Ramy El Mallakh and Miguel Infanzon (collectively referred
2 to as “PLAINTIFFS”), on behalf of the people of the State of California and as “aggrieved
3 employees” acting as a private attorney general under the Labor Code Private Attorney General
4 Act of 2004, § 2699, *et seq.* (“PAGA”) only, allege on information and belief, except for her
5 own acts and knowledge which are based on personal knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFFS bring this action against Defendant Front Porch Communities and
8 Services (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties for
9 herself, and on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFFS do **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, PLAINTIFFS do 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 herself 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 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 Front Porch Communities and Services (“DEFENDANT”) is a
25 California Corporation that at all relevant times mentioned herein conducted and continues to
26 conduct substantial business in the state of California.

27 5. DEFENDANT offers nursing, continuing care retirement communities, and
28

1 residential care facilities to older adults.

2 6. PLAINTIFF Catherine Zulu was employed by DEFENDANT in California from
3 September of 2019 until December of 2020 and was at all times classified by DEFENDANT
4 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and
5 rest periods and payment of minimum and overtime wages due for all time worked.

6 7. PLAINTIFF Ramy El Mallakh was employed by DEFENDANT in California
7 from February of 2023 until September of 2023 and was at all times classified by
8 DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally
9 required meal and rest periods and payment of minimum and overtime wages due for all time
10 worked.

11 8. PLAINTIFF Miguel Infanzon was employed by DEFENDANT in California from
12 2016 until November of 2023 and was at all times classified by DEFENDANT as a non-exempt
13 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
14 payment of minimum and overtime wages due for all time worked.

15 9. PLAINTIFFS, and such persons that may be added from time to time who satisfy
16 the requirements and exhaust the administrative procedures under the Private Attorney General
17 Act, brings this Representative Action on behalf of the State of California with respect to herself
18 and all individuals who are or previously were employed by DEFENDANT in California and
19 who were classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the
20 time period of April 22, 2020 until a date as determined by the Court (the "PAGA PERIOD").

21 10. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES
22 presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this
23 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
24 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221,
25 226(a), 226.7, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
26 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
27 Order(s). Based upon the foregoing, PLAINTIFFS and all AGGRIEVED EMPLOYEES are
28 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 PLAINTIFFS who therefore sue these Defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFFS are informed and believe, 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 PLAINTIFFS and the other 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 PLAINTIFFS and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFFS and the AGGRIEVED EMPLOYEES to work without paying them for all the time they were under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFFS to work while clocked out during what was supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS were from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFFS' off-duty meal break. Additionally, before

1 clocking in, PLAINTIFFS and the AGGRIEVED EMPLOYEES, were required to wait in-line
2 for a COVID-19 screening, one which included questions about their current set of symptoms
3 before each employee was scanned and screened for a fever. PLAINTIFFS were not allowed
4 to clock in until this process was completed. Also, DEFENDANT, as a matter of established
5 company policy and procedure, administered a uniform practice of rounding the actual time
6 worked and recorded by PLAINTIFFS and the AGGRIEVED EMPLOYEES, always to the
7 benefit of DEFENDANT, so that during the course of their employment, PLAINTIFFS and the
8 AGGRIEVED EMPLOYEES were paid less than they would have been paid had they been paid
9 for actual recorded time rather than “rounded” time. DEFENDANT’s policy and practice not
10 to pay PLAINTIFFS and the other AGGRIEVED EMPLOYEES for all time worked, is
11 evidenced by DEFENDANT’s business records. As a result, DEFENDANT failed to pay
12 PLAINTIFFS and the other AGGRIEVED EMPLOYEES the proper minimum and overtime
13 wages.

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

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

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

4 16. DEFENDANT underpaid sick pay wages to PLAINTIFFS and the other
5 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay.
6 Specifically, PLAINTIFFS and other non-exempt employees regularly earn non-discretionary
7 remuneration, including but not limited to, incentives, shift differential pay, and bonuses.
8 Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick pay to
9 PLAINTIFFS and the other AGGRIEVED EMPLOYEES at their base rates of pay.

10 17. As a result of their rigorous work schedules, PLAINTIFFS and the other
11 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off duty
12 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and the
13 other AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered
14 by DEFENDANT for more than five (5) hours during some shifts without receiving a meal
15 break. Further, DEFENDANT from time to time failed to provide PLAINTIFFS and the other
16 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which
17 these employees were required by DEFENDANT to work ten (10) hours of work.
18 PLAINTIFFS and the other AGGRIEVED EMPLOYEES therefore forfeited meal breaks
19 without additional compensation and in accordance with DEFENDANT’s corporate policy and
20 practice.

21 18. During the PAGA PERIOD, PLAINTIFFS and the AGGRIEVED EMPLOYEES
22 were also required from time to time to work in excess of four (4) hours without being provided
23 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
24 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
25 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
26 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
27 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
28 PLAINTIFFS and the AGGRIEVED EMPLOYEES were also not provided with one hour

1 wages in lieu thereof. Additionally, the applicable California Wage Order requires employers
2 to provide employees with off-duty rest periods, which the California Supreme Court defined
3 as time during which an employee is relieved from all work related duties and free from
4 employer control. In so doing, the Court held that the requirement under California law that
5 employers authorize and permit all employees to take rest period means that employers must
6 relieve employees of all duties and relinquish control over how employees spend their time
7 which includes control over the locations where employees may take their rest period.
8 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
9 minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFFS and the
10 AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
11 DEFENDANT's rule which stated PLAINTIFFS and the AGGRIEVED EMPLOYEES could
12 not leave the work premises during their rest period. As a result of PLAINTIFFS being required
13 to be present on the premises she was from time to time required by DEFENDANT to work
14 during what should of been her off duty rest period.

15 19. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
16 PLAINTIFFS and the AGGRIEVED EMPLOYEES for the actual amount of time these
17 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
18 DEFENDANT is required to pay PLAINTIFFS and the other AGGRIEVED EMPLOYEES for
19 all time worked, meaning the time during which an employee was subject to the control of an
20 employer, including all the time the employee was permitted or suffered to permit this work.
21 DEFENDANT required these employees to work off the clock without paying them for all the
22 time they were under DEFENDANT's control. Specifically, PLAINTIFFS worked through their
23 various meal and rest breaks as she was often interrupted by clients and their immediate needs.
24 This work also was done off-the-clock. PLAINTIFFS and the AGGRIEVED EMPLOYEES
25 also worked off the clock with respect to time spent undergoing mandatory drug testing or any
26 other testing and/or examination required as a condition of employment. As such,
27 DEFENDANT knew or should have known that PLAINTIFFS and the other AGGRIEVED
28 EMPLOYEES were under compensated for all time worked. As a result, PLAINTIFFS and the

1 other AGGRIEVED EMPLOYEES forfeited time worked by working without their time being
2 accurately recorded and without compensation at the applicable minimum wage and overtime
3 wage rates. To the extent that the time worked off the clock did not qualify for overtime
4 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-the-
5 clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

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

16 21. In the course of their employment PLAINTIFFS and the other AGGRIEVED
17 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
18 personal cellular phones as a result of and in furtherance of their job duties as employees for
19 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
20 associated with the use of their personal cellular phones for DEFENDANT's benefit. As a
21 result, in the course of their employment with DEFENDANT, PLAINTIFFS and the
22 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
23 were not limited to, costs related to the use of their personal cellular phones all on behalf of
24 and for the benefit of DEFENDANT.

25 22. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
26 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
27 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
28 provides that every employer shall furnish each of his or her employees with an accurate

1 itemized wage statement in writing showing, among other things, gross wages earned and all
2 applicable hourly rates in effect during the pay period and the corresponding amount of time
3 worked at each hourly rate. PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid
4 on an hourly basis. As such, the wage statements should reflect all applicable hourly rates
5 during the pay period and the total hours worked, and the applicable pay period in which the
6 wages were earned pursuant to California Labor Code Section 226(a)(2). The wage
7 statements DEFENDANT provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES
8 failed to identify such information. More specifically, the wage statements failed to identify
9 the accurate total hours worked each pay period. When the hours shown on the wage
10 statements were added up, they did not equal the actual total hours worked during the pay
11 period. Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to
12 PLAINTIFFS an itemized wage statement that lists all the requirements under California Labor
13 Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFFS and
14 the AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab. Code §
15 226.

16 23. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
17 to collect or receive from an employee any part of wages theretofore paid by said employer
18 to said employee.” DEFENDANT fails to pay all compensation due to PLAINTIFFS and
19 the AGGRIEVED EMPLOYEES, makes unlawful deductions from compensation payable
20 to PLAINTIFFS and the AGGRIEVED EMPLOYEES, fails to disclose all aspects of the
21 deductions from compensation payable to PLAINTIFFS and the AGGRIEVED
22 EMPLOYEES, and thereby fails to pay these employees all wages due at each applicable
23 pay period and upon termination. PLAINTIFFS and the AGGRIEVED EMPLOYEES seek
24 recovery of all illegal deductions from wages according to proof, related penalties, interest,
25 attorney fees and costs.

26 24. Cal. Lab. Code § 204 provides that “[a]ll wages. . . earned by any person in any
27 employment are due and payable twice during each calendar month, on days designated in
28 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(a) expressly

1 requires employers to pay employees all wages owed within eleven (11) days of the close of
2 the payroll period. DEFENDANT from time to time failed to pay PLAINTIFFS and other
3 AGGRIEVED EMPLOYEES all wages owed to them within eleven (11) days of the close
4 of the payroll period.

5 25. In violation of the applicable sections of the California Labor Code and the
6 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT
7 intentionally and knowingly failed to compensate PLAINTIFFS and the other AGGRIEVED
8 EMPLOYEES for missed meal and rest periods. This policy and practice of DEFENDANT
9 is intended to purposefully avoid the payment for all time worked as required by California
10 law which allows DEFENDANT to illegally profit and gain an unfair advantage over
11 competitors who complied with the law. To the extent equitable tolling operates to toll
12 claims by the AGGRIEVED EMPLOYEES against DEFENDANT, the PAGA PERIOD
13 should be adjusted accordingly.

14 26. By reason of this conduct applicable to PLAINTIFFS and all AGGRIEVED
15 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which
16 failed to accurately calculate and record all missed meal and rest periods by PLAINTIFFS
17 and the other AGGRIEVED EMPLOYEES. The proper recording of these employees'
18 missed meal and rest breaks is the DEFENDANT's burden. As a result of DEFENDANT's
19 intentional disregard of the obligation to meet this burden, DEFENDANT failed to properly
20 calculate and/or pay all required compensation for work performed by the AGGRIEVED
21 EMPLOYEES and violated the California Labor Code and regulations promulgated
22 thereunder as herein alleged.

23 27. All of the conduct and violations alleged herein occurred during the PAGA
24 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
25 PLAINTIFFS during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations
26 that affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
27 2018 AJDAR 12157 (Certified for Publication 12/19/18).
28

1
2
3
4
5
6
7
8
9
JURISDICTION AND VENUE

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

29. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395.5 and 393, because DEFENDANT operates in locations across California, employs AGGRIEVED EMPLOYEES across California, including in this County, and committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698, *et seq.*]

(By PLAINTIFFS and Against All Defendants)

30. PLAINTIFFS reallege and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

32. PLAINTIFFS, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California

1 with respect to herself and all individuals who are or previously were employed by
2 DEFENDANT in California and who were classified as non-exempt employees
3 (“AGGRIEVED EMPLOYEES”) during the time period of April 22, 2020 until a date as
4 determined by the Court (the "PAGA PERIOD").

5 33. On April 22, 2021, PLAINTIFF Catherine Zulu gave written notice by
6 electronic mail to the Labor and Workforce Development Agency (the "Agency") and by
7 certified mail to the employer of the specific provisions of this code alleged to have been
8 violated as required by Labor Code § 2699.3. The statutory waiting period for PLAINTIFF
9 to add these allegations to the Complaint has expired. As a result, pursuant to Section
10 2699.3, PLAINTIFF may now commence a representative civil action under PAGA pursuant
11 to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED
12 EMPLOYEES as herein defined.

13 34. On February 20, 2024, PLAINTIFFS Catherine Zulu and Ramy El Mallakh
14 gave written notice by electronic mail to the Agency and by certified mail to the employer of
15 the specific provisions of this code alleged to have been violated as required by Labor Code
16 § 2699.3. The statutory waiting period for PLAINTIFFS to add Plaintiff Ramy El Mallakh
17 as a PAGA representative to the First Amended Complaint has expired. As a result,
18 pursuant to Section 2699.3, PLAINTIFFS Catherine Zulu and Ramy El Mallakh may now
19 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
20 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

21 35. On September 19, 2024, PLAINTIFF Miguel Infanzon gave written notice by
22 electronic mail to the Agency and by certified mail to the employer of the specific provisions
23 of this code alleged to have been violated as required by Labor Code § 2699.3. The
24 statutory waiting period for PLAINTIFF Miguel Infanzon to add these allegations to the
25 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF Miguel
26 Infanzon may now commence a representative civil action under PAGA pursuant to Section
27 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES
28 as herein defined.

1 36. The policies, acts and practices heretofore described were and are an unlawful
2 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
3 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
4 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
5 (d) failed to pay overtime and sick pay wages, (e) failed to reimburse employees for required
6 expenses, and (f) failed to provide wages when due, all in violation of the applicable Labor
7 Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7,
8 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
9 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
10 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFFS
11 hereby seek recovery of only civil penalties as prescribed by the Labor Code Private
12 Attorney General Act of 2004 as the representative of the State of California for the illegal
13 conduct perpetrated on PLAINTIFFS and the other AGGRIEVED EMPLOYEES.

14
15 **PRAYER FOR RELIEF**

16 WHEREFORE, PLAINTIFFS prays for judgment against each Defendant, jointly and
17 severally, as follows:

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

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

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

24 Dated: November 26, 2024

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

25
26
27 _____
28 ¹Plaintiffs specifically exclude and/or does not allege any claims under California Labor
Code §558(a)(3).

By: /s/ Norman B. Blumenthal

Norman B. Blumenthal
Attorneys for Plaintiffs

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28