

**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](http://www.bamlawca.com)

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF RIVERSIDE**

ROXANNE POND, on behalf of the State  
of California, as a private attorney general,

Plaintiff,

vs.

GLEN IVY HOT SPRINGS, a California  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. CVRI 21 04986

**REPRESENTATIVE ACTION**  
**COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code  
§ 2699, *et seq.* for violations of Labor  
Code §§ 201, 202, 203, 204 *et seq.*, 210,  
221, 226(a), 226.7, 227.3, 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 Plaintiff Roxanne Pond (“PLAINTIFF”) on behalf of the people of the State of  
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor  
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on  
4 information and belief, except for her own acts and knowledge which are based on personal  
5 knowledge, the following:

### 6 **INTRODUCTION**

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

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

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

### 22 **THE PARTIES**

23 4. Defendant Glen Ivy Hot Springs (“DEFENDANT”) is a California corporation  
24 that at all relevant times mentioned herein conducted and continues to conduct substantial  
25 business in the state of California.

26 5. DEFENDANT provides spa treatments, 17 pools, healthy cuisine and activities  
27 where you can connect, escape and rejuvenate.  
28

1           6.       PLAINTIFF was employed by DEFENDANT in California from April of 2017  
2 to September of 2021 and was at all times classified by DEFENDANT as a non-exempt  
3 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and  
4 payment of minimum and overtime wages due for all time worked.

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

11           8.       PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently  
12 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative  
13 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's  
14 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3,  
15 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,  
16 Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon  
17 the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees  
18 within the meaning of Labor Code § 2699, *et seq.*

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

28           10.       The agents, servants and/or employees of the Defendants and each of them acting

1 on behalf of the Defendants acted within the course and scope of his, her or its authority as the  
2 agent, servant and/or employee of the Defendants, and personally participated in the conduct  
3 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.  
4 Consequently, the acts of each Defendant are legally attributable to the other Defendants and  
5 all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED  
6 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'  
7 agents, servants and/or employees.

### 8 9 THE CONDUCT

10 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was  
11 required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all their time worked,  
12 meaning the time during which an employee is subject to the control of an employer, including  
13 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF  
14 and other AGGRIEVED EMPLOYEES to work without paying them for all the time they were  
15 under DEFENDANT's control. Among other things, DEFENDANT required PLAINTIFF to  
16 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break.  
17 PLAINTIFF was from time to time interrupted by work assignments while clocked out for what  
18 should have been PLAINTIFF's off-duty meal break. PLAINTIFF and other AGGRIEVED  
19 EMPLOYEES also worked off the clock with respect to time spent undergoing mandatory drug  
20 testing or any other testing and/or examination required as a condition of employment.  
21 DEFENDANT, as a matter of established company policy and procedure, administered a  
22 uniform practice of rounding the actual time worked and recorded by PLAINTIFF and other  
23 AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course  
24 of their employment, PLAINTIFF and other AGGRIEVED EMPLOYEES were paid less than  
25 they would have been paid had they been paid for actual recorded time rather than "rounded"  
26 time. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited minimum  
27 wage, overtime wage compensation, and off-duty meal breaks by working without their time  
28 being correctly recorded and without compensation at the applicable rates. DEFENDANT's

1 policy and practice not to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time  
2 worked, is evidenced by DEFENDANT's business records.

3 12. State law provides that employees must be paid overtime and meal and rest break  
4 premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and other  
5 AGGRIEVED EMPLOYEES were compensated at an hourly rate plus incentive pay that was  
6 tied to specific elements of an employee's performance.

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

22 14. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED  
23 EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks  
24 and were not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED  
25 EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT  
26 for more than five (5) hours during some shifts without receiving a meal break. Further,  
27 DEFENDANT from time to time failed to provide PLAINTIFF and other AGGRIEVED  
28 EMPLOYEES with a second off-duty meal period for some workdays in which these employees

1 are required by DEFENDANT to work ten (10) hours of work. PLAINTIFF and other  
2 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation  
3 and in accordance with DEFENDANT's corporate policy and practice.

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

1 DEFENDANT's rule which states PLAINTIFF and other AGGRIEVED EMPLOYEES cannot  
2 leave the work premises during their rest period.

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

18 17. From time to time, DEFENDANT also failed to provide PLAINTIFF and other  
19 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to  
20 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226  
21 provides that every employer shall furnish each of his or her employees with an accurate  
22 itemized wage statement in writing showing, among other things, gross wages earned and all  
23 applicable hourly rates in effect during the pay period and the corresponding amount of time  
24 worked at each hourly rate. PLAINTIFF and other AGGRIEVED EMPLOYEES were from  
25 time to time paid on an hourly basis. As such, the wage statements should reflect all applicable  
26 hourly rates during the pay period and the total hours worked, and the applicable pay period in  
27 which the wages were earned pursuant to California Labor Code Section 226(a)(2). The wage  
28 statements DEFENDANT provided to PLAINTIFF and other AGGRIEVED EMPLOYEES

1 failed to identify such information. More specifically, the wage statements failed to identify the  
2 accurate total hours worked each pay period. When the hours shown on the wage statements  
3 were added up, they did not equal the actual total hours worked during the pay period.  
4 Additionally, DEFENDANT violated Section 226(a)(9) by failing to identify the correct rates  
5 of pay and number of hours worked, including for the “Fixed Fees” item of pay, which is a  
6 wage payment. Further, DEFENDANT violated Cal. Lab. Code Section 226(a)(8) by failing  
7 to list the correct legal entity that is the employer of PLAINTIFF. Aside, from the violations  
8 listed above in this paragraph, DEFENDANT fails to issue to PLAINTIFF an itemized wage  
9 statement that lists all the requirements under California Labor Code 226 *et seq.* As a result,  
10 DEFENDANT from time to time provides PLAINTIFF and other AGGRIEVED EMPLOYEES  
11 with wage statements which violated Cal. Lab. Code § 226.

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

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

23 19. DEFENDANT from time to time failed to pay PLAINTIFF and other  
24 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in  
25 accordance with Cal. Lab. Code § 204(d).

26 20. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED  
27 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.  
28 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-  
discretionary remuneration, including but not limited to, incentives, shift differential pay, and  
bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay  
to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates of pay.

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

5           22.     DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at  
6 the regular rate of pay. PLAINTIFF and other AGGRIEVED EMPLOYEES routinely earned  
7 non-discretionary incentive wages including but not limited to, incentives, shift differential pay,  
8 and bonuses, which increased their regular rate of pay. However, when sick pay was paid, it was  
9 paid at the base rate of pay for PLAINTIFF and other AGGRIEVED EMPLOYEES, as opposed  
10 to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

11           23.     As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and  
12 other AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time  
13 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and believes  
14 and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that  
15 PLAINTIFF and other AGGRIEVED EMPLOYEES whose employment has separated are  
16 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

17           24.     Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer  
18 to collect or receive from an employee any part of wages theretofore paid by said employer to  
19 said employee." DEFENDANT fails to pay all compensation due to PLAINTIFF and other  
20 AGGRIEVED EMPLOYEES, makes unlawful deductions from compensation payable to  
21 PLAINTIFF and other AGGRIEVED EMPLOYEES, fails to disclose all aspects of the  
22 deductions from compensation payable to PLAINTIFF and other AGGRIEVED EMPLOYEES,  
23 and thereby fails to pay these employees all wages due at each applicable pay period and upon  
24 termination.

25           25.     DEFENDANT intentionally and knowingly fails to reimburse and indemnify  
26 PLAINTIFF and other AGGRIEVED EMPLOYEES for required business expenses incurred  
27 by the PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of  
28 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section

1 2802, employers are required to indemnify employees for all expenses incurred in the course  
2 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall  
3 indemnify his or her employee for all necessary expenditures or losses incurred by the employee  
4 in direct consequence of the discharge of his or her duties, or of his or her obedience to the  
5 directions of the employer, even though unlawful, unless the employee, at the time of obeying  
6 the directions, believed them to be unlawful."

7 26. In the course of their employment PLAINTIFF and other AGGRIEVED  
8 EMPLOYEES as a business expense, are required by DEFENDANT to use their own personal  
9 cellular phones as a result of and in furtherance of their job duties as employees for  
10 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated  
11 with the use of their personal cellular phones for DEFENDANT's benefit. Specifically,  
12 PLAINTIFF and other AGGRIEVED EMPLOYEES are required by DEFENDANT to use their  
13 personal cellular phones to for work related issues. As a result, in the course of their  
14 employment with DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES incurred  
15 unreimbursed business expenses which included, but were not limited to, costs related to the use  
16 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

17 27. All of the conduct and violations alleged herein occurred during the PAGA  
18 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect  
19 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that  
20 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018.

### 21 **JURISDICTION AND VENUE**

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

24 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
25 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and  
26 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities  
27 in this County and/or conducts substantial business in this County, and (ii) committed the  
28

1 wrongful conduct herein alleged in this County against PLAINTIFF and other AGGRIEVED  
2 EMPLOYEES.

3 **FIRST CAUSE OF ACTION**

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

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

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

7 30. PLAINTIFF realleges and incorporates by this reference, as though fully set  
8 forth herein, the prior paragraphs of this Complaint.

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

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

26 33. On July 9, 2021, PLAINTIFF gave written notice by electronic mail to the  
27 Labor and Workforce Development Agency (the "Agency") and by certified mail to the  
28 employer of the specific provisions of this code alleged to have been violated as required by

1 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations  
2 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now  
3 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy  
4 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

5 34. The policies, acts and practices heretofore described were and are an unlawful  
6 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the  
7 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly  
8 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,  
9 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for  
10 required expenses, and (f) failed to pay wages when due, all in violation of the applicable  
11 Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a),  
12 226.7, 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code  
13 of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage  
14 Order(s), and thereby gives rise to civil penalties as a result of such conduct.<sup>1</sup> PLAINTIFF  
15 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private  
16 Attorney General Act of 2004 as the representative of the State of California for the illegal  
17 conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and  
20 severally, as follows:

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

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

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

---

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

1 Dated: October 29, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW  
2 LLP

3  
4 By: /s/ Norman Blumenthal  
5 Norman B. Blumenthal  
6 Attorneys for Plaintiff  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28