

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (State Bar #068687)

3 Kyle R. Nordrehaug (State Bar #205975)

4 Aparajit Bhowmik (State Bar #248066)

5 Nicholas J. De Blouw (State Bar #280922)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiff

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

07/01/2022
Clerk of the Court
BY: LAURA SIMMONS
Deputy Clerk

CGC-22-600506

10 JOHN WHEELER, on behalf of the State of
11 California, as a private attorney general,

12
13 Plaintiff,

14 vs.

15 NEXSTAR BROADCASTING, INC., a
16 Corporation; NEXSTAR BROADCASTING
GROUP, INC., a Corporation; and DOES 1
through 50, inclusive,

17
18 Defendants.
19
20
21
22
23
24
25
26
27
28

Case No. _____

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, 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 Plaintiff John Wheeler (“PLAINTIFF”), on behalf of the people of the State of California
2 and as an “aggrieved employee” acting as a private attorney general under the Labor Code Private
3 Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information and belief, except
4 for his own acts and knowledge which are based on personal knowledge, the following:

5 **INTRODUCTION**

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

14 2. California has enacted the PAGA to permit an individual to bring an action on
15 behalf of himself 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 Nexstar Broadcasting, Inc. is a corporation that at all relevant times
24 mentioned herein conducted and continues to conduct substantial business in the state of
25 California.
26

27 5. Defendant Nexstar Broadcasting Group, Inc. is a corporation that at all relevant
28 times mentioned herein conducted and continues to conduct substantial business in the state of

1 California.

2 6. Defendants Nexstar Broadcasting, Inc. and Nexstar Broadcasting Group, Inc.
3 were the joint employers of PLAINTIFF as evidenced by paycheck and by the company
4 PLAINTIFF performed work for respectively, and are therefore jointly responsible as employers
5 for the conduct alleged herein, and are therefore collectively referred to herein as
6 “DEFENDANT.”

7 7. DEFENDANT owns, operates, programs or provides sales and other services to
8 200 television stations

9 8. PLAINTIFF was employed by DEFENDANT in California from October of 2015
10 to October of 2021 and was at all times classified by DEFENDANT as a non-exempt employee,
11 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
12 of minimum and overtime wages due for all time worked.

13 9. PLAINTIFF, and such persons that may be added from time to time who satisfy
14 the requirements and exhaust the administrative procedures under the Private Attorney General
15 Act, brings this Representative Action on behalf of the State of California with respect to
16 himself and all individuals who are or previously were employed by Nexstar Broadcasting, Inc.
17 and/or Nexstar Broadcasting Group, Inc. in California and classified as non-exempt employees
18 (“AGGRIEVED EMPLOYEES”) during the time period of April 8, 2021 until a date as
19 determined by the Court (the “PAGA PERIOD”).

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

28 11. The true names and capacities, whether individual, corporate, subsidiary,

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

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

17 THE CONDUCT

18
19 13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
20 required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked,
21 meaning the time during which an employee is subject to the control of an employer, including
22 all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF
23 and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are
24 under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to
25 work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break.
26 PLAINTIFF is from time to time interrupted by work assignments while clocked out for what
27 should be PLAINTIFF's off-duty meal break. PLAINTIFF and the AGGRIEVED
28 EMPLOYEES also worked off the clock with respect to time spent undergoing mandatory drug

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

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

21 15. The second component of PLAINTIFF’s and the AGGRIEVED EMPLOYEES’
22 compensation is DEFENDANT’s non-discretionary incentive program that paid PLAINTIFF
23 and the AGGRIEVED EMPLOYEES incentive wages based on their performance for
24 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
25 hourly basis with incentive compensation when the employees met the various performance
26 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
27 overtime and meal and rest break premiums to PLAINTIFF and the AGGRIEVED
28 EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the

1 employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest
2 break premium pay. Management and supervisors described the incentive program to potential
3 and new employees as part of the compensation package. As a matter of law, the incentive
4 compensation received by PLAINTIFF and the AGGRIEVED EMPLOYEES must be included
5 in the "regular rate of pay." The failure to do so has resulted in a underpayment of overtime
6 compensation and meal and rest break premiums to PLAINTIFF and the AGGRIEVED
7 EMPLOYEES by DEFENDANT.

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

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

1 provide employees with off-duty rest periods, which the California Supreme Court defined as
2 time during which an employee is relieved from all work related duties and free from employer
3 control. In so doing, the Court held that the requirement under California law that employers
4 authorize and permit all employees to take rest period means that employers must relieve
5 employees of all duties and relinquish control over how employees spend their time which
6 includes control over the locations where employees may take their rest period. Employers
7 cannot impose controls that prohibit an employee from taking a brief walk - five minutes out,
8 five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED
9 EMPLOYEES from unconstrained walks and is unlawful based on DEFENDANT's rule which
10 states PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
11 their rest period.

12 18. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
13 PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
14 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
15 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all
16 time worked, meaning the time during which an employee was subject to the control of an
17 employer, including all the time the employee was permitted or suffered to permit this work.
18 DEFENDANT required these employees to work off the clock without paying them for all the
19 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
20 known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under compensated for all
21 time worked. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeited time
22 worked by working without their time being accurately recorded and without compensation at
23 the applicable minimum wage and overtime wage rates. To the extent that the time worked off
24 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay minimum
25 wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and
26 1197.1.

27 19. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
28 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to

1 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
2 provides that every employer shall furnish each of his or her employees with an accurate
3 itemized wage statement in writing showing, among other things, gross wages earned and all
4 applicable hourly rates in effect during the pay period and the corresponding amount of time
5 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
6 an hourly basis. As such, the wage statements should reflect all applicable hourly rates during
7 the pay period and the total hours worked, and the applicable pay period in which the wages
8 were earned pursuant to California Labor Code Section 226(a). The wage statements
9 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify
10 such information. More specifically, the wage statements failed to identify the accurate total
11 hours worked each pay period. When the hours shown on the wage statements were added up,
12 they did not equal the actual total hours worked during the pay period in violation of Cal. Lab.
13 Code 226(a)(2). Additionally, DEFENDANT violates Cal. Lab. Code Section 226(a)(8) by
14 failing to list the correct name of the legal entity that employed PLAINTIFF and the
15 AGGRIEVED EMPLOYEES. Aside, from the violations listed above in this paragraph,
16 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
17 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to
18 time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements which
19 violated Cal. Lab. Code § 226.

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

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

21. DEFENDANT from time to time failed to pay PLAINTIFF and the AGGRIEVED

1 EMPLOYEES within seven (7) days of the close of the payroll period in accordance with Cal.
2 Lab. Code § 204(d).

3 22. DEFENDANT underpaid sick pay wages to PLAINTIFF and the AGGRIEVED
4 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
5 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-
6 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
7 underpaid sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at their base rates of
8 pay.

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

13 24. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
14 the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely earned non-
15 discretionary incentive wages which increased their regular rate of pay. However, when sick pay
16 was paid, it was paid at the base rate of pay for PLAINTIFF and the AGGRIEVED
17 EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab.
18 Code Section 246.

19 25. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and
20 the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
21 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and believes
22 and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that
23 PLAINTIFF and the AGGRIEVED EMPLOYEES whose employment has separated are
24 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

25 26. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
26 to collect or receive from an employee any part of wages theretofore paid by said employer to
27 said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and the
28 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to

1 PLAINTIFF and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
2 deductions from compensation payable to PLAINTIFF and the AGGRIEVED EMPLOYEES,
3 and thereby failed to pay these employees all wages due at each applicable pay period and upon
4 termination.

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

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

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

1 AJDAR 12157 (Certified for Publication 12/19/18).

2 **JURISDICTION AND VENUE**

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

5 31. Venue is proper in this Court pursuant to California Code of Civil Procedure,
6 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
7 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
8 in this County and/or conducts substantial business in this County, and (ii) committed the
9 wrongful conduct herein alleged in this County against PLAINTIFF and the AGGRIEVED
10 EMPLOYEES.

11 **FIRST CAUSE OF ACTION**

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

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

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

15 32. PLAINTIFF realleges and incorporates by this reference, as though fully set
16 forth herein, the prior paragraphs of this Complaint.

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

27 34. PLAINTIFF, and such persons that may be added from time to time who
28

1 satisfy the requirements and exhaust the administrative procedures under the Private
2 Attorney General Act, brings this Representative Action on behalf of the State of California
3 with respect to himself and all individuals who are or previously were employed by Nexstar
4 Broadcasting, Inc. and/or Nexstar Broadcasting Group, Inc. in California and classified as non-
5 exempt employees ("AGGRIEVED EMPLOYEES") during the time period of April 8, 2021
6 until a date as determined by the Court (the "PAGA PERIOD").

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

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

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

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
3 severally, as follows:

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

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

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

10 Dated: July 1, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
11

12 By: /s/ Nicholas De Blouw
13 Nicholas J. De Blouw
14 Attorneys for Plaintiff
15
16
17
18
19
20
21
22
23
24
25
26
27
28