

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA**IN AND FOR THE COUNTY OF LOS ANGELES**

EZEKIEL H. TREZEVANT IV, on
behalf of the State of California, as a
private attorney general,

Plaintiff,

vs.

LEGENDS SALES & MARKETING,
LLC, a Limited Liability Company; and
Does 1 through 50, Inclusive,

Defendants.

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,
226(a), 226.7, 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 Ezekiel H. Trezevant IV ("PLAINTIFF"), on behalf of the people of the State
2 of California and as an "aggrieved employee" acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, *et seq.* ("PAGA") only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against Defendant LEGENDS SALES &
8 MARKETING, LLC ("DEFENDANT") seeking only to recover PAGA civil penalties for
9 himself, and on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFF does **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, PLAINTIFF does not seek underlying general and/or special
13 damages for those violations, but simply the civil penalties permitted by California Labor
14 Code § 2699.

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

18 3. Accordingly, PLAINTIFF seeks 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 Legends Sales & Marketing, LLC ("DEFENDANT") at all relevant
25 times mentioned herein maintained offices and conducted substantial business in the State of
26 California.
27

28 5. DEFENDANT is a food, beverage, merchandise retail and stadium operations

1 corporation serving entertainment venues and companies.

2 6. To successfully compete against the other sales and marketing companies,
3 DEFENDANT substantially reduced its labor costs by placing the burden of overtime work on
4 a smaller number of employees that DEFENDANT classified as exempt from overtime wages
5 and other related benefits. The goal of overtime laws includes expanding employment
6 throughout the workforce by putting financial pressure on the employer and nurturing a stout
7 job market, as well as the important public policy goal of protecting employees in a relatively
8 weak bargaining position against the unfair scheme of uncompensated overtime work. An
9 employer's obligation to pay its employees wages is more than a matter of private concern
10 between the parties. That obligation is founded on a compelling public policy judgment that
11 employees are entitled to work a livable number of hours at a livable wage. In addition, statutes
12 and regulations that compel employers to pay overtime relate to fundamental issues of social
13 welfare worthy of protection. The requirement to pay overtime wages extends beyond the
14 benefits individual workers receive because overtime wages discourage employers from
15 concentrating work in a few overburdened hands and encourage employers to instead hire
16 additional employees. Especially in today's economic climate, the importance of spreading
17 available work to reduce unemployment cannot be overestimated.

18 7. PLAINTIFF was employed by DEFENDANT in California as a Sales Consultant
19 from October of 2017 to June of 2020 and was at all relevant times classified by DEFENDANT
20 as an employee exempt from overtime pay and the legally required meal and rest periods.

21 8. Upon hire, the position of a Sales Consultant was described to PLAINTIFF and
22 the other Sales Consultants as a position that was exempt from overtime pay and other related
23 benefits.

24 9. As part of their business, DEFENDANT employs a fleet of "Sales Consultants".
25 PLAINTIFF and other Sales Consultants perform day-to-day sales related tasks. The finite set
26 of sales related tasks required to be performed by the Sales Consultants were all in accordance
27 with DEFENDANT's established procedures and protocols.

28 10. PLAINTIFF, and such persons that may be added from time to time who satisfy

1 the requirements and exhaust the administrative procedures under the Private Attorney General
2 Act, brings this Representative Action on behalf of the State of California with respect to
3 himself and all individuals who are or previously were employed by DEFENDANT as Sales
4 Consultants in California and who were classified as exempt from overtime wages
5 ("AGGRIEVED EMPLOYEES") during the time period of June 19, 2019 until a date as
6 determined by the Court (the "PAGA PERIOD").

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

15 12. The work schedule for the PLAINTIFF and other AGGRIEVED EMPLOYEES
16 was set by DEFENDANT. The PLAINTIFF and other AGGRIEVED EMPLOYEES worked
17 in excess of eight (8) hours in a workday and more than forty (40) hours in a workweek.

18 13. For purposes of exempting inside or commissioned salespersons from the
19 requirements of overtime, California Code of Regulations Section 11040(3)(A) provides that
20 the provisions of subsections (A), (B) and (C) [of the Wage Order] shall not apply to any
21 employee whose earnings exceed one and one-half (1 ½) times the California minimum wage
22 if more than half of the employee's compensation represents commissions. PLAINTIFF and the
23 other AGGRIEVED EMPLOYEES were not paid according to the structure above, and were,
24 therefore, not exempt from the requirement that they be paid overtime. Further, employees who
25 are paid pursuant to the pay structure outlined by Cal. Code of Regs. § 11040(3) would only be
26 exempt from the provisions of subsections (A), (B) and (C), which govern the payment of
27 overtime. Nothing in this limited exemption, however, relieves an employer from the following
28 obligations of:

- 1 (a) California Code of Regulations § 11040(4), which requires employers to pay at
2 least minimum wage to employees;
- 3 (b) California Code of Regulations § 11040(7), which requires employers to provide
4 accurate itemized wage statements to employees;
- 5 (c) California Code of Regulations § 11040(11), which requires employers to provide
6 meal periods to employees; or
- 7 (d) California Code of Regulations § 11040(12), which requires employers to provide
8 rest periods to employees.

9 14. The true names and capacities, whether individual, corporate, associate or
10 otherwise of the Defendants sued here as DOES 1 through 50, inclusive, are presently unknown
11 to the PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to
12 Cal. Civ. Proc. Code § 474. PLAINTIFF is informed and believes, and based thereon, alleges
13 that each of the Defendants designated herein is legally responsible in some manner for the
14 unlawful acts referred to herein. PLAINTIFF will seek leave of Court to amend this Complaint
15 to reflect the true names and capacities of the Defendants when they have been ascertained and
16 become known.

17 15. The agents, servants and/or employees of the Defendants and each of them acting
18 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
19 agent, servant and/or employee of the Defendants, and personally participated in the conduct
20 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
21 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
22 all Defendants are jointly and severally liable to the PLAINTIFF and the other AGGRIEVED
23 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants’
24 agents, servants and/or employees.

25 THE CONDUCT

26 16. The job title of “Sales Consultant” was described to the PLAINTIFF and other
27 AGGRIEVED EMPLOYEES as a full-time position. PLAINTIFF and other AGGRIEVED
28 EMPLOYEES functioned as working members on the production side of the sales business of
29 DEFENDANT.

30 17. During the PAGA PERIOD, DEFENDANT has failed to pay PLAINTIFF and

1 other AGGRIEVED EMPLOYEES in accordance with Cal. Code of Regs. § 11040(3) in that
2 PLAINTIFF's and other AGGRIEVED EMPLOYEES' commission wages did not make up
3 more than half of their total earnings. As a result of DEFENDANT's failure to pay PLAINTIFF
4 and the AGGRIEVED EMPLOYEES in accordance with Cal. Code of Regs. § 11040(3),
5 PLAINTIFF and the AGGRIEVED EMPLOYEES have been underpaid during their
6 employment with DEFENDANT because DEFENDANT failed to pay any overtime wages to
7 these employees for their time worked in excess of eight (8) in a workday and more than forty
8 (40) in a workweek.

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

19 19. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
20 were from time to time also required to work in excess of four (4) hours without being provided
21 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
22 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and
23 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and
24 eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some
25 shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other
26 AGGRIEVED EMPLOYEES were also not provided with one hour wages in lieu thereof. As
27 a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED EMPLOYEES
28 were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's

1 managers.

2 20. Individuals in these Sales Consultant positions are and were employees who are
3 entitled to overtime compensation and other related benefits and prompt payment of amounts
4 that the employer owes an employee when the employee quits or is terminated, and other
5 compensation and working conditions that are prescribed by law. During their employment
6 with DEFENDANT, the PLAINTIFF and the other AGGRIEVED EMPLOYEES performed
7 non-exempt tasks for DEFENDANT, but were nevertheless classified by DEFENDANT as
8 exempt from overtime pay and worked more than eight (8) hours in a workday and in excess of
9 forty (40) hours in a workweek. Although DEFENDANT required PLAINTIFF and other
10 AGGRIEVED EMPLOYEES to work overtime, DEFENDANT uniformly denied these
11 employees overtime compensation that California law requires. The PLAINTIFF and the
12 AGGRIEVED EMPLOYEES work in California and DEFENDANT's practices and procedures
13 are and were common throughout California.

14 21. DEFENDANT misclassified as exempt PLAINTIFF and all other AGGRIEVED
15 EMPLOYEES solely on the basis of their job title and without regard to DEFENDANT's
16 realistic expectations, the actual overall requirements of the job, the hours worked or the pay
17 received by the employee. Consequently, PLAINTIFF and the other AGGRIEVED
18 EMPLOYEES are uniformly and systematically exempted by DEFENDANT from payment of
19 overtime wages due for overtime worked during the PAGA PERIOD.

20 22. By reason of this uniform exemption policy, practice and procedure applicable to
21 the PLAINTIFF and the other AGGRIEVED EMPLOYEES who performed work as Sales
22 Consultants for DEFENDANT, DEFENDANT engaged in a company-wide policy, practice and
23 procedure which failed to properly classify the PLAINTIFF and the other AGGRIEVED
24 EMPLOYEES and thereby failed to pay them wages for all work performed, including overtime
25 wages. The proper classification of these employees is DEFENDANT's burden. As a result of
26 DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT
27 failed to pay all required compensation for all overtime worked by the PLAINTIFF and the
28 other AGGRIEVED EMPLOYEES and violated the California Labor Code and regulations

1 promulgated thereunder as herein alleged.

2 23. DEFENDANT, as a matter of law, has the burden of proving that (a) employees
3 were properly classified as exempt and that (b) DEFENDANT otherwise complied with
4 applicable laws. Other than the initial classification of the PLAINTIFF and the other
5 AGGRIEVED EMPLOYEES as exempt from being paid overtime at the time of hire,
6 DEFENDANT had no business policy, practice or procedure to ensure that the PLAINTIFF and
7 the other AGGRIEVED EMPLOYEES were properly classified as exempt, and in fact, as a
8 matter of corporate policy erroneously and unilaterally classified all the AGGRIEVED
9 EMPLOYEES as exempt without regard to whether they qualified for such exemption.

10 24. Neither the PLAINTIFF, nor any AGGRIEVED EMPLOYEE, were primarily
11 engaged in work of a type that was or now is directly related to the DEFENDANT's
12 management policies or general business operations, when giving these words a fair but narrow
13 construction. Neither the PLAINTIFF, nor any AGGRIEVED EMPLOYEE, was primarily
14 engaged in work of a type that was or now is performed at the level of the policy or
15 management of the DEFENDANT. To the contrary, the work of DEFENDANT's Sales
16 Consultants was work wherein PLAINTIFF and the AGGRIEVED EMPLOYEES were
17 primarily engaged in the day to day business operations of the DEFENDANT. The work of a
18 Sales Consultant did not permit judgment or discretion that was independent, as this work was
19 performed according to DEFENDANT's established criteria and procedures.

20 25. PLAINTIFF and the other AGGRIEVED EMPLOYEES employed by
21 DEFENDANT were not engaged in work of a type that was or now is performed more than half
22 of their working time away from the employer's place of business performing sales-related
23 activities. PLAINTIFF and the other AGGRIEVED EMPLOYEES employed by
24 DEFENDANT were also not engaged in work of a type that was or now is compensated by a
25 exempt commission scheme in that PLAINTIFF and other AGGRIEVED EMPLOYEES were
26 not paid according to the structure outlined in California Code of Regulations § 11040(3)(A)
27 that provides:

28 The provisions of subsections (A), (B) and (C) [of the Wage Order] above

1 shall not apply to any employee whose earnings exceed one and one-half (1
2 1/2) times the minimum wage if more than half of that employee's
compensation represents commissions.

3 Instead, the PLAINTIFF and AGGRIEVED EMPLOYEES were and are compensated in such
4 a manner that they fell outside of the "inside salesperson" or "commissioned salesperson"
5 exemption, and should therefore have been properly classified as non-exempt employees
6 entitled to overtime compensation.

7 26. PLAINTIFF and the other AGGRIEVED EMPLOYEES were and are uniformly
8 classified and treated by DEFENDANT as exempt at the time of hire and thereafter,
9 DEFENDANT failed to take the proper steps to determine whether the PLAINTIFF and the
10 other AGGRIEVED EMPLOYEES are properly classified under the applicable Industrial
11 Welfare Commission Wage Order (Wage Order 4-2001) and Cal. Lab. Code §§ 510, *et seq.* as
12 exempt from applicable California labor laws. Since DEFENDANT affirmatively and wilfully
13 misclassified the PLAINTIFF and the other AGGRIEVED EMPLOYEES in compliance with
14 California labor laws, DEFENDANT's practices violated and continue to violate California law.
15 In addition, DEFENDANT acted deceptively by falsely and fraudulently telling the PLAINTIFF
16 and each AGGRIEVED EMPLOYEE that they were exempt from compensation for all earned
17 wages and overtime pay when DEFENDANT knew or should have known that this statement
18 was false and not based on known facts. DEFENDANT also acted unfairly by violating the
19 California labor laws. In doing so, DEFENDANT cheated the competition by paying the
20 AGGRIEVED EMPLOYEES less than the amount competitors paid who complied with the law
21 and cheated the AGGRIEVED EMPLOYEES by not paying them in accordance with California
22 law.

23 27. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
24 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
25 incurred by PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
26 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
27 2802, employers are required to indemnify employees for all expenses incurred in the course
28 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall

1 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
2 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
3 directions of the employer, even though unlawful, unless the employee, at the time of obeying
4 the directions, believed them to be unlawful."

5 28. In the course of their employment PLAINTIFF and other AGGRIEVED
6 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
7 cellular phones as a result of and in furtherance of their job duties as employees for
8 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
9 associated with the use of their personal cellular phones for DEFENDANT's benefit.
10 DEFENDANT also required PLAINTIFF and other AGGRIEVED EMPLOYEES to use their
11 personal home offices without reimbursing them for the costs associated with such use. As a
12 result, in the course of their employment with DEFENDANT, PLAINTIFF and other
13 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
14 were not limited to, costs related to the use of their personal cellular phones and home offices
15 all on behalf of and for the benefit of DEFENDANT.

16 29. DEFENDANT also failed to provide the PLAINTIFF and other AGGRIEVED
17 EMPLOYEES with a wage statement in writing that accurately sets forth gross and net wages
18 earned, all applicable hourly rates in effect during the pay period and the corresponding number
19 of hours worked at each hourly rate by the PLAINTIFF and the AGGRIEVED EMPLOYEES.
20 This conduct violated Cal. Lab. Code § 226(a). Aside, from the violations listed above,
21 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
22 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to
23 time provided PLAINTIFF and the other AGGRIEVED EMPLOYEES with wage statements
24 which violated Cal. Lab. Code § 226.

25 30. 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 other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018

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

2
3 **JURISDICTION AND VENUE**

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

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

12
13 **FIRST CAUSE OF ACTION**

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

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

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

17 33. PLAINTIFF incorporates by reference the allegations set forth in paragraphs 1-32,
18 supra, as though fully set forth at this point.

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

1 35. PLAINTIFF, and such persons that may be added from time to time who satisfy the
2 requirements and exhaust the administrative procedures under the Private Attorney General Act,
3 brings this Representative Action on behalf of the State of California with respect to himself
4 and all individuals who are or previously were employed by DEFENDANT as Sales Consultants
5 in California and who were classified as exempt from overtime wages ("AGGRIEVED
6 EMPLOYEES") during the time period of June 19, 2019 until a date as determined by the Court
7 (the "PAGA PERIOD").

8 36. On June 19, 2020, PLAINTIFF gave written notice by electronic mail to the Labor
9 and Workforce Development Agency (the "Agency") and by certified mail to the employer of
10 the specific provisions of this code alleged to have been violated as required by Labor Code §
11 2699.3. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint
12 has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a
13 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
14 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

15 37. The policies, acts and practices heretofore described were and are an unlawful
16 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other
17 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
18 and provide legally required meal and rest periods, (c) failed to pay overtime wages, (d) failed
19 to reimburse for required business expenses, and (e) failed to pay wages when due, all in
20 violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et*
21 *seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
22 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
23 applicable Industrial Wage Order(s), and thereby gives rise to civil penalties as a result of such
24 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor
25 Code Private Attorney General Act of 2004 as the representative of the State of California for
26

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

1 the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

2
3 **PRAYER FOR RELIEF**

4 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
5 severally, as follows:

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

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

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

12 Dated: December 3, 2020 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

13
14 By: /s/ Norman Blumenthal
15 Norman B. Blumenthal
16 Attorneys for Plaintiff
17
18
19
20
21
22
23
24
25
26
27
28