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*Additional Counsel Listed on Signature Page***SUPERIOR COURT OF THE STATE OF CALIFORNIA****IN AND FOR THE COUNTY OF LOS ANGELES**ELIANA MEEK, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

ALTAMED HEALTH SERVICES
CORPORATION, a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. **20STCV47464****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 Eliana Meek (“PLAINTIFF”), an individual, 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 her own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against Defendant ALTAMED HEALTH SERVICES
8 CORPORATION (“DEFENDANT”) seeking only to recover PAGA civil penalties for herself,
9 and on behalf of all current and former aggrieved employees that worked for DEFENDANT.
10 PLAINTIFF does not seek to recover anything other than penalties as permitted by
11 California Labor Code § 2699. To the extent that statutory violations are mentioned for wage
12 violations, PLAINTIFF does not seek underlying general and/or special damages for those
13 violations, but 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 AltaMed Health Services Corporation (“DEFENDANT”) is a
24 California corporation that at all relevant times mentioned herein conducted and continues to
25 conduct substantial business in the state of California.

26 5. DEFENDANT provides health care services. DEFENDANT offers primary care,
27 senior care programs, health and human services, woman’s health and children’s speciality,
28 dental, pharmacy and health education services.

1 6. PLAINTIFF was employed by DEFENDANT in California from March of 2018
2 to December of 2020 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 August 20, 2019 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, 226(a), 226.7, 351, 510,
15 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
16 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
17 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within
18 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
on behalf of the Defendants acted within the course and scope of his, her or its authority as the

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

7 THE CONDUCT

8 11. During the PAGA PERIOD, DEFENDANT did not have in place an immutable
9 timekeeping system to accurately record and pay PLAINTIFF and other AGGRIEVED
10 EMPLOYEES for the actual time these employees worked each day. DEFENDANT engaged
11 in the unilateral modification of PLAINTIFF’s and AGGRIEVED EMPLOYEES’ time records
12 to avoid paying meal break penalties and proper wages to these employees. Pursuant to the
13 Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF
14 and AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an
15 employee is subject to the control of an employer, including all the time the employee is
16 suffered or permitted to work. DEFENDANT required PLAINTIFF and AGGRIEVED
17 EMPLOYEES to work without paying them for all the time they were under DEFENDANT’s
18 control. Specifically, DEFENDANT required PLAINTIFF to work while clocked out during
19 what is supposed to be PLAINTIFF’s off-duty meal break. PLAINTIFF was from time to time
20 interrupted by work assignments while clocked out for what should have been PLAINTIFF’s
21 off-duty meal break. Additionally, PLAINTIFF and AGGRIEVED EMPLOYEES clocked out
22 of DEFENDANT’s timekeeping system, in order to perform additional work for DEFENDANT
23 as required to meet DEFENDANT’s job requirements. DEFENDANT’s uniform policy and
24 practice not to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked,
25 is evidenced by DEFENDANT’s business records.

26 12. State and federal law provides that employees must be paid overtime at one-and-
27 one-half times their “regular rate of pay.” PLAINTIFF and other AGGRIEVED EMPLOYEES
28 were compensated at an hourly rate plus incentive pay that is tied to specific elements of an

employee's performance.

1 13. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
2 compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFF
3 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
4 DEFENDANT, including but not limited to non-discretionary bonuses and cash in lieu of health
5 benefits. The non-discretionary incentive program provided all employees paid on an hourly
6 basis with incentive compensation when the employees met the various performance goals set
7 by DEFENDANT. However, when calculating the regular rate of pay in order to pay overtime
8 to PLAINTIFF and other AGGRIEVED EMPLOYEES, DEFENDANT failed to include the
9 incentive compensation as part of the employees' "regular rate of pay" for purposes of
10 calculating overtime pay. Management and supervisors described the incentive program to
11 potential and new employees as part of the compensation package. As a matter of law, the
12 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must
13 be included in the "regular rate of pay." The failure to do so has resulted in a underpayment of
14 overtime compensation to PLAINTIFF and other AGGRIEVED EMPLOYEES by
15 DEFENDANT.

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

26 15. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
27 were also required from time to time to work in excess of four (4) hours without being provided
28 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at

1 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
2 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
3 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
4 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
5 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
6 wages in lieu thereof. Additionally, the applicable California Wage Order requires employers
7 to provide employees with off-duty rest periods, which the California Supreme Court defined
8 as time during which an employee is relieved from all work related duties and free from
9 employer control. In so doing, the Court held that the requirement under California law that
10 employers authorize and permit all employees to take rest period means that employers must
11 relieve employees of all duties and relinquish control over how employees spend their time
12 which includes control over the locations where employees may take their rest period.
13 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
14 minutes out, five minutes back. Here, DEFENDANT's uniform policy restricted PLAINTIFF
15 and other AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on
16 DEFENDANT's rule which states PLAINTIFF and other AGGRIEVED EMPLOYEES cannot
leave the work premises during their rest period.

17 16. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
18 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
19 employees work. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
20 is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked,
21 meaning the time during which an employee was subject to the control of an employer,
22 including all the time the employee was permitted or suffered to permit this work.
23 DEFENDANT required these employees to work off the clock without paying them for all the
24 time they are under DEFENDANT's control. As such, DEFENDANT knew or should have
25 known that PLAINTIFF and the other AGGRIEVED EMPLOYEES were under compensated
26 for all time worked. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited
27 time worked by working without their time being accurately recorded and without compensation
28 at the applicable minimum wage and overtime wage rates. To the extent that the time worked

1 off the clock does not qualify for overtime premium payment, DEFENDANT failed to pay
2 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
3 1197, and 1197.1.

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

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

23 19. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
24 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed
25 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
26 provides that every employer shall furnish each of his or her employees with an accurate
27 itemized wage statement in writing showing, among other things, gross wages earned and all
28 applicable hourly rates in effect during the pay period and the corresponding amount of time
worked at each hourly rate. Specifically, DEFENDANT violated Section 226 by failing to

1 identify the correct rates of pay and number of hours worked, including for the “Retro Pay” and
2 “Xmas Holi Help” items of pay, which were wage payments. Aside, from the violations listed
3 above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage
4 statement that lists all the requirements under California Labor Code 226 *et seq.* As a result,
5 DEFENDANT from time to time provided PLAINTIFF and the other AGGRIEVED
6 EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

7 20. All of the conduct and violations alleged herein occurred during the PAGA
8 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
9 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
10 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
11 AJDAR 12157 (Certified for Publication 12/19/18).

12 13 **JURISDICTION AND VENUE**

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

16 22. Venue is proper in this Court pursuant to California Code of Civil Procedure,
17 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
18 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
19 in this County and/or conducts substantial business in this County, and (ii) committed the
20 wrongful conduct herein alleged in this County against PLAINTIFF and the AGGRIEVED
21 EMPLOYEES.

22 **FIRST CAUSE OF ACTION**

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

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

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

26 23. PLAINTIFF incorporates by reference the allegations set forth in paragraphs 1-22,
27 *supra*, as though fully set forth at this point.

28 24. PAGA is a mechanism by which the State of California itself can enforce state

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

10 25. PLAINTIFF, and such persons that may be added from time to time who satisfy
11 the requirements and exhaust the administrative procedures under the Private Attorney General
12 Act, brings this Representative Action on behalf of the State of California with respect to herself
13 and all individuals who are or previously were employed by DEFENDANT in California and
14 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period
15 of August 20, 2019 until a date as determined by the Court (the "PAGA PERIOD").

16 26.. On August 20, 2020, PLAINTIFF gave written notice by electronic mail to the
17 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
18 employer of the specific provisions of this code alleged to have been violated as required by
19 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
20 herein. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint
21 has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a
22 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
23 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

24 27. The policies, acts and practices heretofore described were and are an unlawful
25 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other
26 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
27 and provide legally required meal and rest periods, (c) failed to pay overtime wages, (d) failed
28 to pay minimum wages, and (e) failed to reimburse for required business expenses, all in

1 violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et*
2 *seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
3 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
4 applicable Industrial Wage Order(s), and thereby gives rise to civil penalties as a result of such
5 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor
6 Code Private Attorney General Act of 2004 as the representative of the State of California for
7 the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

8
9 **PRAYER FOR RELIEF**

10 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
11 severally, as follows:

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

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

16 B) An award of attorneys' fees and cost of suit, as allowable under the

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

1 law, including, but not limited to, pursuant to Labor Code §2699.
2

3 Dated: December 11, 2020 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**
4

5 By: /s/ Norman Blumenthal
6 Norman B. Blumenthal

7 **SHANE LAW, P.C.**
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28 Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:

1004

August 20, 2020

CA2195

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

AltaMed Health Services Corporation
Certified Mail #70191640000167902168
Henry Holguin
2040 Camfield Avenue
Los Angeles, CA 90040

Re: Notice Of Violations Of California Labor Code Sections §§ 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), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant AltaMed Health Services Corporation in California and classified as non-exempt employees during the time period of August 20, 2019 until a date as determined by the Court. Our offices represent Plaintiff Eliana Meek (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant AltaMed Health Services Corporation (“Defendant”). Plaintiff has been employed by Defendant in California as an Aide, Food Preparation since March of 2018 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other

Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates 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), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.