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

ALINA RICHARDSON, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

USC VERDUGO HILLS HOSPITAL, a
California Corporation; USC VERDUGO
HILLS HOSPITAL FOUNDATION, a
California Corporation; UNIVERSITY OF
SOUTHERN CALIFORNIA; and DOES 1
through 50, inclusive,

Defendants.

Case No. **21GDCV00624****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, 233, 246 351, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
1198.5, 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B)

1 Plaintiff Alina Richardson (“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 Defendants USC VERDUGO HILLS
8 HOSPITAL, USC VERDUGO HILLS HOSPITAL FOUNDATION, UNIVERSITY OF SOUTHERN
9 CALIFORNIA (“DEFENDANT”) seeking only to recover PAGA civil penalties for herself, and
10 on behalf of all current and former aggrieved employees that worked for DEFENDANT.
11 PLAINTIFF does **not seek to recover anything other than penalties as permitted by**
12 **California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage
13 violations, PLAINTIFF does not seek underlying general and/or special damages for those
14 violations, but simply the civil penalties permitted by California Labor Code § 2699.

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

18 3. Accordingly, 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 USC Verdugo Hills Hospital is a California Corporation that at all
25 relevant times mentioned herein conducted and continues to conduct substantial business in the
26 state of California.

27 5. Defendant USC Verdugo Hills Hospital Foundation is a California Corporation
28

1 that at all relevant times mentioned herein conducted and continues to conduct substantial
2 business in the state of California.

3 6. Defendant University of Southern California at all relevant times mentioned
4 herein conducted and continues to conduct substantial business in the state of California.

5 7. As evidenced by PLAINTIFF's paychecks and company documents, Defendants
6 USC Verdugo Hills Hospital, USC Verdugo Hills Hospital Foundation and University of
7 Southern California were joint employers of PLAINTIFF and are referred to herein as
8 ("DEFENDANT"). DEFENDANT, part of Keck Medicine of USC, is a 158-bed community
9 hospital that has been serving the needs of patients in the cities of Glendale and La Canada
10 Flintridge, as well as the surrounding foothill communities of Southern California, for more
11 than 40 years.

12 8. PLAINTIFF was employed by DEFENDANT in California from February of
13 2020 to September 10, 2020 and was at all times classified by DEFENDANT as a non-exempt
14 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
15 payment of minimum and overtime wages due for all time worked.

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

24 10. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
25 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
26 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
27 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 233, 246
28 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of

1 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s)
2 and thereby gives rise to civil penalties as a result of such conduct.¹ Based upon the foregoing,
3 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning
4 of Labor Code § 2699, *et seq.*

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

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

22 **THE CONDUCT**

23 13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
24 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked,
25 meaning the time during which an employee is subject to the control of an employer, including
26 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF

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

1 and AGGRIEVED EMPLOYEES to work without paying them for all the time they were under
2 DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work while
3 clocked out during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF
4 was from time to time interrupted by work assignments while clocked out for what should have
5 been PLAINTIFF's off-duty meal break. Additionally, PLAINTIFF and AGGRIEVED
6 EMPLOYEES would clock out of DEFENDANT's timekeeping system, in order to perform
7 additional work for DEFENDANT as required to meet DEFENDANT's job requirements.
8 Also, DEFENDANT, as a matter of established company policy and procedure, administered
9 a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and
10 AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course
11 of their employment, PLAINTIFF and AGGRIEVED EMPLOYEES were paid less than they
12 would have been paid had they been paid for actual recorded time rather than "rounded" time.
13 DEFENDANT's policy and practice not to pay PLAINTIFF and other AGGRIEVED
14 EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records. As a
15 result, DEFENDANT failed to pay PLAINTIFF and other AGGRIEVED EMPLOYEES the
16 proper minimum and overtime wages.

17 14. In addition, State and federal law provides that employees must be paid overtime
18 at one-and-one-half times their "regular rate of pay." PLAINTIFF and other AGGRIEVED
19 EMPLOYEES were compensated at an hourly rate plus incentive pay that is tied to specific
20 elements of an employee's performance.

21 15. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
22 compensation was DEFENDANT's non-discretionary incentive program that paid PLAINTIFF
23 and other 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 to PLAINTIFF and other AGGRIEVED EMPLOYEES, DEFENDANT failed to
28 include the incentive compensation as part of the employees' "regular rate of pay" for purposes

1 of calculating overtime pay. Management and supervisors described the incentive program to
2 potential and new employees as part of the compensation package. As a matter of law, the
3 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must
4 be included in the “regular rate of pay.” The failure to do so has resulted in an underpayment
5 of overtime compensation to PLAINTIFF and other AGGRIEVED EMPLOYEES by
6 DEFENDANT.

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

13 17. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
14 EMPLOYEES by failing to pay such wages at the regular rate of pay. Specifically, PLAINTIFF
15 and other non-exempt employees regularly earn non-discretionary remuneration, including but
16 not limited to, incentives, shift differential pay, and bonuses. Rather than pay sick pay at the
17 regular rate of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other AGGRIEVED
18 EMPLOYEES at their base rates of pay.

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

1 19. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
2 were also required from time to time to work in excess of four (4) hours without being provided
3 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
4 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
5 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
6 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
7 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
8 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
9 wages in lieu thereof. Additionally, the applicable California Wage Order requires employers
10 to provide employees with off-duty rest periods, which the California Supreme Court defined
11 as time during which an employee is relieved from all work related duties and free from
12 employer control. In so doing, the Court held that the requirement under California law that
13 employers authorize and permit all employees to take rest period means that employers must
14 relieve employees of all duties and relinquish control over how employees spend their time
15 which includes control over the locations where employees may take their rest period.
16 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
17 minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other
18 AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
19 Defendant's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could not
20 leave the work premises during their rest period. As a result of being on the premises for her
21 rest period, PLAINTIFF from time to time performed work tasks in the hospital for
22 DEFENDANT due to her being present at the facility.

23 20. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
24 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
25 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
26 DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all
27 time worked, meaning the time during which an employee was subject to the control of an
28 employer, including all the time the employee was permitted or suffered to permit this work.

1 DEFENDANT required these employees to work off the clock without paying them for all the
2 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
3 known that PLAINTIFF and the other AGGRIEVED EMPLOYEES were under compensated
4 for all time worked. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited
5 time worked by working without their time being accurately recorded and without compensation
6 at the applicable minimum wage and overtime wage rates. To the extent that the time worked
7 off the clock did not qualify for overtime premium payment, DEFENDANT failed to pay
8 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
9 1197, and 1197.1.

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

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

1 23. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
2 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
3 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
4 provides that every employer shall furnish each of his or her employees with an accurate
5 itemized wage statement in writing showing, among other things, gross wages earned and all
6 applicable hourly rates in effect during the pay period and the corresponding amount of time
7 worked at each hourly rate. Additionally, DEFENDANT violated Cal. Lab. Code Section
8 226(a)(8) as DEFENDANT failed to list the correct name of the legal entity that employed
9 PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANT also violated Section
10 226(a)(9) by failing to identify the correct rates of pay and number of hours worked, including
11 but not limited to, for the “Details not displayed” item of pay, which was a wage payment.
12 Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to
13 PLAINTIFF an itemized wage statement that lists all the requirements under California Labor
14 Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the
15 other AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

16 24. DEFENDANT also violated Cal. Lab. Code Section 1198.5 by failing to respond
17 and provide PLAINTIFF with her employment file. Section 1198.5 states that employees (and
18 former employees) have the right to inspect personnel records maintained by the employer
19 “related to the employee’s performance or to any grievance concerning the employee.”
20 Employers must allow inspection or copying within thirty (30) days of the request. PLAINTIFF
21 requested her employment file via certified mail three times prior to filing this action and
22 DEFENDANT failed to respond each time. It has been over thirty (30) days since these
23 requests have been sent and DEFENDANT has failed to respond. As a result, PLAINTIFF is
24 now entitled to a statutory penalty of \$750 and an award of attorneys’ fees and costs for
25 bringing this action.

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

1 requires employers to pay employees all wages owed within seven (7) days of the close of the
2 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
3 AGGRIEVED EMPLOYEES all wages owed to them within seven (7) days of the close of the
4 payroll period, including but not limited to for the "Unpaid Earnings" line items of pay.

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

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

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

27 **JURISDICTION AND VENUE**

28 29. This Court has jurisdiction over this Action pursuant to California Code of Civil

1 Procedure, Section 410.10.

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

8 **FIRST CAUSE OF ACTION**

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

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

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

12 31. PLAINTIFF incorporates by reference, as though fully set forth herein, the prior
13 paragraphs of this Complaint.

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

24 33. PLAINTIFF, and such persons that may be added from time to time who satisfy
25 the requirements and exhaust the administrative procedures under the Private Attorney General
26 Act, brings this Representative Action on behalf of the State of California with respect to herself
27 and all individuals who are or previously were employed by USC Verdugo Hills Hospital and/or
28 USC Verdugo Hills Hospital Foundation and/or University of Southern California at USC

1 Verdugo Hills Hospital in California and classified as non-exempt employees (“AGGRIEVED
2 EMPLOYEES”) during the time period of January 20, 2020 until a date as determined by the
3 Court (the "PAGA PERIOD").

4 34. On January 20, 2021, PLAINTIFF gave written notice by electronic mail to the
5 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
6 employer of the specific provisions of this code alleged to have been violated as required by
7 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations to
8 the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
9 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of
10 the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

11 35. The policies, acts and practices heretofore described were and are an unlawful
12 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other
13 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
14 and provide legally required meal and rest periods, (c) failed to pay overtime wages, (d) failed
15 to pay minimum wages, (e) failed to reimburse for required expenses, (f) failed to provide
16 wages when due, and (g) failed to timely provide personnel files, all in violation of the
17 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a),
18 226.7, 233, 246 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California
19 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Industrial
20 Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.²
21 PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code
22 Private Attorney General Act of 2004 as the representative of the State of California for the
23 illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

24
25 **PRAYER FOR RELIEF**

26 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and

27
28 ²Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

severally, as follows:

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

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

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

Dated: May 4, 2021 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

By: /s/ Norman Blumenthal
Norman B. Blumenthal

Attorneys for Plaintiff