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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF SAN DIEGO**

9
10 REVILYN TICANO, on behalf of the State of
California, as a private attorney general,

11
12 Plaintiff,

13 vs.

14 WESTMONT CHULA VISTA
15 OPERATIONS, LP., a California Limited
Partnership; WESTMONT
16 DEVELOPMENT, LP, a California Limited
Partnership; WESTMONT GOLETA, LP, a
17 California Limited Partnership; WESTMONT
MORGAN HILL, LP, a California Limited
18 Partnership; WESTMONT SKILLED
NURSING MANAGEMENT, LLC, a
19 California Limited Liability Company; and
DOES 1 through 50, inclusive,

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21 Defendants.
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Erika Engel, Deputy Clerk

Case No. 37-2021-00015942-CU-OE-CTL

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, 1198.5, 2802,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B)

1 Plaintiff Revilyn Ticano (“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 WESTMONT CHULA VISTA
8 OPERATIONS, LP., WESTMONT DEVELOPMENT, LP, WESTMONT GOLETA, LP,
9 WESTMONT MORGAN HILL, LP, WESTMONT SKILLED NURSING MANAGEMENT, LLC
10 (“DEFENDANT”) seeking only to recover PAGA civil penalties for herself, and on behalf of
11 all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does
12 **not seek to recover anything other than penalties as permitted by California Labor Code**
13 **§ 2699.** To the extent that statutory violations are mentioned for wage violations, PLAINTIFF
14 does not seek underlying general and/or special damages for those violations, but simply the
15 civil penalties permitted by California Labor Code § 2699.

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

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

24 **THE PARTIES**

25 4. Defendant Westmont Chula Vista Operations, LP is a limited partnership that at
26 all relevant times mentioned herein conducted and continues to conduct substantial business in
27 the state of California.
28

1 5. Defendant Westmont Development, LP is a limited partnership that at all relevant
2 times mentioned herein conducted and continues to conduct substantial business in the state of
3 California.

4 6. Defendant Westmont Goleta, LP is a limited partnership that at all relevant times
5 mentioned herein conducted and continues to conduct substantial business in the state of
6 California.

7 7. Defendant Westmont Morgan Hill, LP is a limited partnership that at all relevant
8 times mentioned herein conducted and continues to conduct substantial business in the state of
9 California.

10 8. Defendant Westmont Skilled Nursing Management, LLC is a limited liability
11 company that at all relevant times mentioned herein conducted and continues to conduct
12 substantial business in the state of California.

13 9. PLAINTIFF alleges there has existed a unity of interest and ownership between
14 Defendants Westmont Chula Vista Operations, LP, Westmont Development, LP, Westmont
15 Goleta, LP, Westmont Morgan Hill, LP, Westmont Skilled Nursing Management, LLC such that
16 any individuality and separateness between the entities has ceased and all Defendants are
17 referred to herein as “DEFENDANT.”

18 10. PLAINTIFF alleges that DOES 1-50 are the partners, agents, owners, or managers
19 of DEFENDANT at all relevant times. PLAINTIFF alleges there has existed a unity of interest
20 and ownership between DEFENDANT such that any individuality and separateness between
21 the entities has ceased. Westmont Chula Vista Operations, LP, Westmont Development, LP,
22 Westmont Goleta, LP, Westmont Morgan Hill, LP, Westmont Skilled Nursing Management,
23 LLC and DOES 1-50 are therefore alter egos of each other. Adherence to the fiction of the
24 separate existence of DEFENDANT would permit an abuse of the corporate privilege, and
25 would promote injustice by protecting DEFENDANT from liability for the wrongful acts
26 committed by them.

27 11. PLAINTIFF further alleges that Defendants are the alter egos of each other for
28 the following reasons:

1 (A) On the California Secretary of State's website
2 (<https://businesssearch.sos.ca.gov/>) Westmont Chula Vista Operations, LP,
3 Westmont Development, LP, Westmont Goleta, LP, Westmont Morgan
4 Hill, LP, Westmont Skilled Nursing Management, LLC have the same
5 entity address and/or mailing address and/or Agent for Service of Process;
6 and,

7 (B) On information and belief Westmont Chula Vista Operations, LP,
8 Westmont Development, LP, Westmont Goleta, LP, Westmont Morgan
9 Hill, LP, Westmont Skilled Nursing Management, LLC utilize the same
10 standardized employment forms and issue the same employment policies;
11 and,

12 12. Plaintiff Ticano was employed by DEFENDANT from July of 2016 to September
13 of 2020 and was at all times classified by DEFENDANT as a non-exempt employee, paid on
14 an hourly basis, and entitled to the legally required meal and rest periods and payment of
15 minimum and overtime wages due for all time worked.

16 13. 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 Westmont Chula Vista Operations,
20 LP and/or Westmont Development, LP and/or Westmont Goleta, LP and/or Westmont Morgan
21 Hill, LP and/or Westmont Skilled Nursing Management, LLC in California and classified as
22 non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of January 5,
23 2020 until a date as determined by the Court (the "PAGA PERIOD").

24 14. 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, 351, 510,
28 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations,

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

5 15. 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 16. 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
24 17. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is
25 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked,
26 meaning the time during which an employee is subject to the control of an employer, including

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

1 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
2 and AGGRIEVED EMPLOYEES to work without paying them for all the time they were under
3 DEFENDANT's control. DEFENDANT required PLAINTIFF and other AGGRIEVED
4 EMPLOYEES to wait in line and submit to mandatory temperature checks for COVID-19
5 screening prior to clocking into DEFENDANT's timekeeping system for the workday. Also,
6 from time to time DEFENDANT required PLAINTIFF to work while clocked out during what
7 was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time
8 interrupted by work assignments. Further, PLAINTIFF and other AGGRIEVED EMPLOYEES
9 from time to time were not paid wages for all time worked, including overtime wages, such that
10 in the aggregate employees were underpaid wages as a result of DEFENDANT's pattern and
11 practice of unevenly rounding time worked by its employees. As a result, PLAINTIFF and other
12 AGGRIEVED EMPLOYEES forfeited minimum wage and overtime compensation from time
13 to time working without their time being accurately recorded and without compensation at the
14 applicable minimum wage and overtime rates. DEFENDANT's uniform policy and practice
15 not to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked is evidenced
16 by DEFENDANT's business records.

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

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

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

22 21. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
23 were also required from time to time to work in excess of four (4) hours without being provided
24 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
25 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
26 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
27 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
28 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.

1 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
2 wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
3 AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods by
4 DEFENDANT and DEFENDANT's managers. Additionally, the applicable California Wage
5 Order requires employers to provide employees with off-duty rest periods, which the California
6 Supreme Court defined as time during which an employee is relieved from all work related
7 duties and free from employer control. In so doing, the Court held that the requirement under
8 California law that employers authorize and permit all employees to take rest period means that
9 employers must relieve employees of all duties and relinquish control over how employees
10 spend their time which includes control over the locations where employees may take their rest
11 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
12 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and
13 other AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
14 Defendant's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could not
15 leave the work premises during their rest period.

16 22. DEFENDANT also failed to provide PLAINTIFF and the other AGGRIEVED
17 EMPLOYEES with complete and accurate wage statements which failed to show, among other
18 things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every
19 employer shall furnish each of his or her employees with an accurate itemized wage statement
20 in writing showing, among other things, gross wages earned and all applicable hourly rates in
21 effect during the pay period and the corresponding amount of time worked at each hourly rate.
22 Aside, from the violations listed above, DEFENDANT failed to issue to PLAINTIFF an
23 itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*
24 As a result, DEFENDANT from time to time provided PLAINTIFF and the other AGGRIEVED
25 EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

26 23. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
27 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
28 incurred by PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of

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

8 24. In the course of their employment PLAINTIFF and other AGGRIEVED
9 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
10 cellular phones and personal vehicles as a result of and in furtherance of their job duties as
11 employees for DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the
12 cost associated with the use of their personal cellular phones and personal vehicles for
13 DEFENDANT's benefit. Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES
14 were required by DEFENDANT to use their personal cellular phones to respond to managers
15 while off the clock (which also results in minimum wage and overtime violations). As a result,
16 in the course of their employment with DEFENDANT, PLAINTIFF and other AGGRIEVED
17 EMPLOYEES incurred unreimbursed business expenses which included, but were not limited
18 to, costs related to the use of their personal cellular phones and personal vehicles all on behalf
19 of and for the benefit of DEFENDANT.

20 25. DEFENDANT also violated Cal. Lab. Code Section 1198.5 by failing to timely
21 respond and provide PLAINTIFF with her employment files. Section 1198.5 states that
22 employees (and former employees) have the right to inspect personnel records maintained by
23 the employer "related to the employee's performance or to any grievance concerning the
24 employee." Employers must allow inspection or copying within thirty (30) days of the request.
25 PLAINTIFF requested her employment files via certified mail prior to filing this action and
26 DEFENDANT failed to timely respond. As a result, PLAINTIFF is now entitled to a statutory
27 penalty of \$750 and an award of attorneys' fees and costs for bringing this action.

28 26. In violation of the applicable sections of the California Labor Code and the

1 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
2 a matter of company policy, practice and procedure, intentionally, knowingly and systematically
3 failed to compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES for missed meal
4 and rest periods. This uniform policy and practice of DEFENDANT is intended to purposefully
5 avoid the payment for all time worked as required by California law which allows
6 DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied
7 with the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED
8 EMPLOYEES against DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

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

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

23 **JURISDICTION AND VENUE**

24 29. This Court has jurisdiction over this Action pursuant to California Code of Civil
25 Procedure, Section 410.10.

26 30. Venue is proper in this Court pursuant to California Code of Civil Procedure,
27 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT, resides
28 in this County, and DEFENDANT (i) currently maintains and at all relevant times maintained

1 offices and facilities in this County and/or conducts substantial business in this County, and (ii)
2 committed the wrongful conduct herein alleged in this County against PLAINTIFF and the
3 AGGRIEVED EMPLOYEES.

4 **FIRST CAUSE OF ACTION**

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

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

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

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

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

20 33. PLAINTIFF, and such persons that may be added from time to time who satisfy
21 the requirements and exhaust the administrative procedures under the Private Attorney General
22 Act, brings this Representative Action on behalf of the State of California with respect to
23 herself and all individuals who are or previously were employed by Westmont Chula Vista
24 Operations, LP and/or Westmont Development, LP and/or Westmont Goleta, LP and/or
25 Westmont Morgan Hill, LP and/or Westmont Skilled Nursing Management, LLC in California
26 and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
27 AGGRIEVED EMPLOYEES of January 5, 2020 until a date as determined by the Court (the
28 "PAGA PERIOD").

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

35. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay overtime wages, (d) failed to pay minimum wages, (e) failed to reimburse for required expenses, (f) failed to provide wages when due and (g) failed to timely provide personnel files, all in violation of the applicable Labor Code sections listed in 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, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Industrial Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.² PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

PRAYER FOR RELIEF

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

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

1 Attorneys General Act of 2004; and,

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

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5 Dated: April 9, 2021 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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7
8 By: /s/ Norman Blumenthal
Norman B. Blumenthal

9 Attorneys for Plaintiff
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