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SUPERIOR COURT OF THE STATE OF CALIFORNIA**IN AND FOR THE COUNTY OF LOS ANGELES**DALEEN FRASER, on behalf of the State
of California, as a private attorney
general,

Plaintiff,

vs.

OMV MEDICAL, INC., a Corporation; and
Does 1 through 50, Inclusive;

Defendants.

Case No. 22TRCV00099**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 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 Daleen Fraser (“PLAINTIFF”), on behalf of the people of the State of California
2 and as an “aggrieved employee” acting as a private attorney general under the Labor Code
3 Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information
4 and belief, except for her own acts and knowledge which are based on personal knowledge, the
5 following:

6 INTRODUCTION

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

14 2. California has enacted the PAGA to permit individuals 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 OMV Medical Inc. (“DEFENDANT”) is a Corporation that at all
24 relevant times mentioned herein conducted and continues to conduct substantial and regular
25 business throughout California. DEFENDANT provides medical staffing and management
26 services.
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1 5. PLAINTIFF was employed by DEFENDANT in California as a non-exempt
2 employee entitled to overtime pay and meal and rest periods from March 1, 2019 to March 25,
3 2021. PLAINTIFF was at all times relevant mentioned herein classified by DEFENDANT as
4 a non-exempt employee paid in whole or in part on an hourly basis and received additional
5 compensation from DEFENDANT in the form of non-discretionary incentive wages.

6 6. PLAINTIFF, and such persons that may be added from time to time who satisfy
7 the requirements and exhaust the administrative procedures under the Private Attorney General
8 Act, brings this Representative Action on behalf of the State of California with respect to herself
9 and all individuals who are or previously were employed by DEFENDANT in California and
10 who were classified as non exempt employees ("AGGRIEVED EMPLOYEES") during the
11 time period of July 23, 2021 until a date as determined by the Court (the "PAGA PERIOD").

12 7. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
13 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
14 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
15 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3,
16 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
17 Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon
18 the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
19 within the meaning of Labor Code § 2699, *et seq.*

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

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

11 **THE CONDUCT**

12 10. During the PAGA PERIOD, DEFENDANT failed and continues to fail to
13 accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for their
14 minimum and overtime wages. DEFENDANT unlawfully and unilaterally failed to accurately
15 calculate minimum and overtime wages for time worked by PLAINTIFF and other
16 AGGRIEVED EMPLOYEES in order to avoid paying these employees the correct
17 compensation. Specifically, these employees were required to log in and initialize computer
18 systems in order to start keeping track of their time for the workday. This additional time
19 worked was work performed subject to DEFENDANT's control and for DEFENDANT's
20 benefit. Consequently, all this time constitutes "hours worked" and is therefore compensable.
21 PLAINTIFF and other AGGRIEVED EMPLOYEES also worked off the clock with respect to
22 time spent undergoing mandatory drug testing or any other testing and/or examination required
23 as a condition of employment. DEFENDANT's policy and practice to not pay employees for
24 compensable work time is evidenced by DEFENDANT's business records. As a result,
25 PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due them for working
26 without compensation at the correct minimum wage and overtime rates. DEFENDANT's policy
27 and practice to not pay the AGGRIEVED EMPLOYEES the correct compensation for all time
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1 worked in accordance with applicable law is evidenced by DEFENDANT's business records.
2 This policy and practice of DEFENDANT was intended to purposefully avoid the payment of
3 the correct compensation as required by California law which allowed DEFENDANT to
4 illegally profit and gain an unfair advantage over competitors who complied with the law.

5 11. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
6 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
7 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
8 DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all
9 time worked, meaning the time during which an employee was subject to the control of an
10 employer, including all the time the employee was permitted or suffered to permit this work.
11 DEFENDANT required these employees to work off the clock without paying them for all the
12 time they were under DEFENDANT's control. DEFENDANT, as a matter of established
13 company policy and procedure, administered a uniform practice of rounding the actual time
14 worked and recorded by PLAINTIFF and AGGRIEVED EMPLOYEES, always to the benefit
15 of DEFENDANT, so that during the course of their employment, PLAINTIFF and
16 AGGRIEVED EMPLOYEES were paid less than they would have been paid had they been paid
17 for actual recorded time rather than "rounded" time. DEFENDANT's policy and practice not
18 to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked, is evidenced
19 by DEFENDANT's business records. Additionally, DEFENDANT required PLAINTIFF to
20 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break.
21 PLAINTIFF was from time to time interrupted by work assignments. As a result, PLAINTIFF
22 and other AGGRIEVED EMPLOYEES forfeited minimum wage and overtime compensation
23 by working without their time being accurately recorded and without compensation at the
24 applicable minimum wage and overtime rates. To the extent that the time worked off the clock
25 did not qualify for overtime premium payment, DEFENDANT failed to pay minimum wages
26 for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

27 12. State law provides that employees must be paid overtime and meal and rest break
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1 premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and other
2 AGGRIEVED EMPLOYEES were compensated at an hourly rate plus incentive pay that was
3 tied to specific elements of an employee’s performance.

4 13. The second component of PLAINTIFF’s and other AGGRIEVED EMPLOYEES’
5 compensation was DEFENDANT’s non-discretionary incentive program that paid PLAINTIFF
6 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
7 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
8 hourly basis with incentive compensation when the employees met the various performance
9 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
10 overtime and meal and rest break premium pay to PLAINTIFF and other AGGRIEVED
11 EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the
12 employees’ “regular rate of pay” for purposes of calculating overtime pay and meal and rest
13 break premium pay. Management and supervisors described the incentive program to potential
14 and new employees as part of the compensation package. As a matter of law, the incentive
15 compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be
16 included in the “regular rate of pay.” The failure to do so has resulted in a underpayment of
17 overtime compensation and meal and rest break premiums to PLAINTIFF and other
18 AGGRIEVED EMPLOYEES by DEFENDANT.

19 14. In violation of the applicable sections of the California Labor Code and the
20 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT
21 intentionally and knowingly failed to compensate PLAINTIFF and the other AGGRIEVED
22 EMPLOYEES at the correct rate of pay for all overtime worked. This policy and practice of
23 DEFENDANT is intended to purposefully avoid the payment of the correct overtime
24 compensation as required by California law which allowed DEFENDANT to illegally profit and
25 gain an unfair advantage over competitors who complied with the law. To the extent equitable
26 tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANT, the
27 PAGA PERIOD should be adjusted accordingly.

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

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

8 17. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
9 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
10 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earned non-
11 discretionary remuneration, including but not limited to, incentives, shift differential pay, and
12 bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick pay
13 to PLAINTIFF and other AGGRIEVED EMPLOYEES their base rates of pay.

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

18 19. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
19 the regular rate of pay. PLAINTIFF and other AGGRIEVED EMPLOYEES routinely earned
20 non-discretionary incentive wages which increased their regular rate of pay. However, when
21 sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and other AGGRIEVED
22 EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab.
23 Code Section 246.

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

3 21. Cal. Lab. Code § 204 provides that “[a]ll wages. . . earned by any person in any
4 employment are due and payable twice during each calendar month, on days designated in
5 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(a) expressly
6 requires employers to pay employees all wages owed within eleven (11) days of the close of the
7 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
8 AGGRIEVED EMPLOYEES all wages owed to them within eleven (11) days of the close of
9 the payroll period.

10 22. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
11 to collect or receive from an employee any part of wages theretofore paid by said employer to
12 said employee.” DEFENDANT failed to pay all compensation due to PLAINTIFF and other
13 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
14 PLAINTIFF and other AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
15 deductions from compensation payable to PLAINTIFF and other AGGRIEVED EMPLOYEES,
16 and thereby failed to pay these employees all wages due at each applicable pay period and upon
17 termination.

18 23. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
19 employees with an accurate itemized wage statement in writing showing, among other things,
20 gross wages earned and all applicable hourly rates in effect during the pay period and the
21 corresponding amount of time worked at each hourly rate. DEFENDANT from time to time
22 failed to provide to PLAINTIFF and other AGGRIEVED EMPLOYEES wage statements that
23 identify the correct gross and net wages earned, the applicable number of hours worked and
24 rates of pay. PLAINTIFF and other AGGRIEVED EMPLOYEES were paid on an hourly basis.
25 As such, the wage statements should reflect all applicable hourly rates during the pay period and
26 the total hours worked, and the applicable pay period in which the wages were earned pursuant
27 to California Labor Code Section 226(a). The wage statements DEFENDANT provided to
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1 PLAINTIFF and other AGGRIEVED EMPLOYEES failed to identify such information. More
2 specifically, the wage statements failed to identify the accurate total hours worked each pay
3 period. When the hours shown on the wage statements were added up, they did not equal the
4 actual total hours worked during the pay period. Aside, from the violations listed above in this
5 paragraph, DEFENDANT failed to issue to PLAINTIFF and other AGGRIEVED
6 EMPLOYEES an itemized wage statement that lists all the requirements under California Labor
7 Code 226 *et seq.*

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

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

27 26. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
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1 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which failed
2 to accurately calculate and record the correct overtime rate for the overtime worked by
3 PLAINTIFF and other AGGRIEVED EMPLOYEES. The proper calculation of these
4 employees' overtime hour rates is the DEFENDANT's burden. As a result of DEFENDANT's
5 intentional disregard of the obligation to meet this burden, DEFENDANT failed to properly
6 calculate and/or pay all required overtime compensation for work performed by the
7 AGGRIEVED EMPLOYEES and violated the California Labor Code and regulations
8 promulgated thereunder as herein alleged.

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

14
15 **JURISDICTION AND VENUE**

16 28. This Court has jurisdiction over this Action pursuant to California Code of Civil
17 Procedure, Section 410.10.

18 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
19 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
20 employs AGGRIEVED EMPLOYEES across California, including in this County, and
21 committed the wrongful conduct herein alleged in this County against AGGRIEVED
22 EMPLOYEES.

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1 **FIRST CAUSE OF ACTION**

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

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

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

5 30. PLAINTIFF realleges and incorporates by this reference, as though fully set
6 forth herein, the prior paragraphs of this Complaint.

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

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

24 33. On July 23, 2021, PLAINTIFF gave written notice by electronic mail to the
25 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
26 employer of the specific provisions of this code alleged to have been violated as required by
27 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
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1 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may
2 now commence a representative civil action under PAGA pursuant to Section 2699 as the
3 proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein
4 defined.

5 34. The policies, acts and practices heretofore described were and are an unlawful
6 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
7 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to
8 properly record and provide legally required meal and rest periods, (c) failed to pay
9 minimum wages, (d) failed to pay overtime wages and sick pay wages, (e) failed to
10 reimburse employees for required expenses, and (f) failed to provide wages when due, all in
11 violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204
12 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,
13 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
14 and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
15 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
16 Labor Code Private Attorney General Act of 2004 as the representative of the State of
17 California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED
18 EMPLOYEES.

19
20 **PRAYER FOR RELIEF**

21 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
22 severally, as follows:

- 23 1. On behalf of the State of California and with respect to all AGGRIEVED
24 EMPLOYEES:
25 A) Recovery of civil penalties as prescribed by the Labor Code Private
26 _____

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 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.

4 Dated: February 11, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
5 LLP

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7
8 By: /s/ Nicholas De Blouw
9 Nicholas J. De Blouw
Attorneys for Plaintiff