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Superior Court of California,

County of Monterey

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By: Kemar Davis, Deputy

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF MONTERREY**

14 ANGELA GARCIA, on behalf of the State
15 of California, as a private attorney general,

16 Plaintiff,

17 vs.

18 SUNDERSTORM INC., a Corporation;
19 SUNDERSTORM BAY LLC, a Limited
20 Liability Corporation; and DOES 1 through
21 50, inclusive,

22 Defendants.

Case No. 22CV001855

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, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

1 Plaintiff Angela Garcia (“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 Private
3 Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information and belief, except
4 for her own acts and knowledge which are based on personal knowledge, the following:

5 INTRODUCTION

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

26 5. Defendant Sunderstorm Bay LLC (“DEFENDANT”) is a limited liability
27 company that at all relevant times mentioned herein conducted and continues to conduct
28

1 substantial business in the state of California.

2 6. Defendants Sunderstorm Inc. and Sunderstorm Bay LLC were the joint employers
3 of PLAINTIFF as evidenced by paycheck and by the company PLAINTIFF performed work for
4 respectively, and are therefore jointly responsible as employers for the conduct alleged herein,
5 and are therefore collectively referred to herein as "DEFENDANT."

6 7. DEFENDANT produces and manufacturers cannabis products.

7 8. PLAINTIFF was employed by DEFENDANT in California from December of
8 2018 until October of 2021 and was at all times classified by DEFENDANT as a non-exempt
9 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
10 payment of minimum and overtime wages due for all time worked.

11 9. PLAINTIFF, and such persons that may be added from time to time who satisfy
12 the requirements and exhaust the administrative procedures under the Private Attorney General
13 Act, brings this Representative Action on behalf of the State of California with respect to herself
14 and all individuals who are or previously were employed by Sunderstorm Inc. and/or
15 Sunderstorm Bay LLC in California and classified as non-exempt employees ("AGGRIEVED
16 EMPLOYEES") during the time period of February 21, 2021 until a date as determined by the
17 Court (the "PAGA PERIOD").

18 10. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
19 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
20 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
21 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3,
22 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title
23 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
24 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within
25 the meaning of Labor Code § 2699, *et seq.*

26 11. The true names and capacities, whether individual, corporate, subsidiary,
27 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
28 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant

1 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
2 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
3 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
4 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
5 responsible in some manner for one or more of the events and happenings that proximately
6 caused the injuries and damages hereinafter alleged.

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

15 THE CONDUCT

16
17 13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
18 required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked,
19 meaning the time during which an employee is subject to the control of an employer, including
20 all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF
21 and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are
22 under DEFENDANT's control. PLAINTIFF and the AGGRIEVED EMPLOYEES worked off
23 the clock with respect to time spent undergoing mandatory drug testing or any other testing
24 and/or examination required as a condition of employment. Additionally, DEFENDANT, as a
25 matter of established company policy and procedure, administers a uniform practice of rounding
26 the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES,
27 always to the benefit of DEFENDANT, so that during the course of their employment,
28 PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid

1 had they been paid for actual recorded time rather than “rounded” time. Additionally,
2 DEFENDANT engages in the practice of requiring PLAINTIFF and the AGGRIEVED
3 EMPLOYEES to perform work off the clock in that DEFENDANT, as a condition of
4 employment, required these employees to submit to mandatory temperature checks and
5 symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT’s
6 timekeeping system for the workday. As a result, PLAINTIFF and the AGGRIEVED
7 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal breaks
8 by working without their time being correctly recorded and without compensation at the
9 applicable rates. DEFENDANT’s policy and practice not to pay PLAINTIFF and the
10 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT’s business
11 records.

12 14. State law provides that employees must be paid overtime and meal and rest break
13 premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and the
14 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied
15 to specific elements of an employee’s performance.

16 15. The second component of PLAINTIFF’s and the AGGRIEVED EMPLOYEES’
17 compensation is DEFENDANT’s non-discretionary incentive program that paid PLAINTIFF
18 and the AGGRIEVED EMPLOYEES incentive wages based on their performance for
19 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
20 hourly basis with incentive compensation when the employees met the various performance
21 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
22 overtime and meal and rest break premiums to PLAINTIFF and the AGGRIEVED
23 EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the
24 employees’ “regular rate of pay” for purposes of calculating overtime pay and meal and rest
25 break premium pay. Management and supervisors described the incentive program to potential
26 and new employees as part of the compensation package. As a matter of law, the incentive
27 compensation received by PLAINTIFF and the AGGRIEVED EMPLOYEES must be included
28 in the “regular rate of pay.” The failure to do so has resulted in a underpayment of overtime

1 compensation and meal and rest break premiums to PLAINTIFF and the AGGRIEVED
2 EMPLOYEES by DEFENDANT.

3 16. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED
4 EMPLOYEES are from time to time unable to take thirty (30) minute off duty meal breaks and
5 are not fully relieved of duty for their meal periods. PLAINTIFF and the AGGRIEVED
6 EMPLOYEES are required from time to time to perform work as ordered by DEFENDANT for
7 more than five (5) hours during some shifts without receiving a meal break. Further,
8 DEFENDANT from time to time fails to provide PLAINTIFF and the AGGRIEVED
9 EMPLOYEES with a second off-duty meal period for some workdays in which these employees
10 are required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engages in
11 the practice of rounding the meal period times to avoid paying penalties to PLAINTIFF and the
12 AGGRIEVED EMPLOYEES. PLAINTIFF and the AGGRIEVED EMPLOYEES therefore
13 forfeit meal breaks without additional compensation and in accordance with DEFENDANT's
14 corporate policy and practice.

15 17. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES
16 are also required from time to time to work in excess of four (4) hours without being provided
17 ten (10) minute rest periods. Further, these employees are denied their first rest periods of at
18 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
19 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
20 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
21 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
22 PLAINTIFF and the AGGRIEVED EMPLOYEES are also not provided with one hour wages
23 in lieu thereof. Additionally, the applicable California Wage Order requires employers to
24 provide employees with off-duty rest periods, which the California Supreme Court defined as
25 time 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
28 employees of all duties and relinquish control over how employees spend their time which

1 includes control over the locations where employees may take their rest period. Employers
2 cannot impose controls that prohibit an employee from taking a brief walk - five minutes out,
3 five minutes back. Here, DEFENDANT's policy restricts PLAINTIFF and the AGGRIEVED
4 EMPLOYEES from unconstrained walks and is unlawful based on DEFENDANT's rule which
5 states PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
6 their rest period.

7 18. During the PAGA PERIOD, DEFENDANT fails to accurately record and pay
8 PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
9 employees work. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
10 is required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked,
11 meaning the time during which an employee was subject to the control of an employer,
12 including all the time the employee was permitted or suffered to permit this work.
13 DEFENDANT requires these employees to work off the clock without paying them for all the
14 time they are under DEFENDANT's control. As such, DEFENDANT knew or should have
15 known that PLAINTIFF and the AGGRIEVED EMPLOYEES are under compensated for all
16 time worked. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit time
17 worked by working without their time being accurately recorded and without compensation at
18 the applicable minimum wage and overtime wage rates. To the extent that the time worked off
19 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay minimum
20 wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and
21 1197.1.

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

1 an hourly basis. As such, the wage statements should reflect all applicable hourly rates during
2 the pay period and the total hours worked, and the applicable pay period in which the wages
3 were earned pursuant to California Labor Code Section 226(a). The wage statements
4 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify
5 such information. More specifically, the wage statements failed to identify the accurate total
6 hours worked each pay period. When the hours shown on the wage statements were added up,
7 they did not equal the actual total hours worked during the pay period in violation of Cal. Lab.
8 Code 226(a)(2). Additionally, DEFENDANT violates Cal. Lab. Code 226(a)(8) by failing to
9 list the correct name of the legal entity that employs PLAINTIFF and the AGGRIEVED
10 EMPLOYEES. Aside, from the violations listed above in this paragraph, DEFENDANT fails
11 to issue to PLAINTIFF an itemized wage statement that lists all the requirements under
12 California Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provides
13 PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements which violated Cal.
14 Lab. Code § 226.

15 20. Cal. Lab. Code § 204(a) provides, the requirements of this section shall be deemed
16 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages
17 are paid not more than seven calendar days following the close of the payroll period. Cal. Lab.
18 Code § 210 provides:

19 [I]n addition to, and entirely independent and apart from, any other penalty provided in
20 this article, every person who fails to pay the wages of each employee as provided in
21 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial
22 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
for each failure to pay each employee, plus 25 percent of the amount unlawfully
withheld.

23 21. DEFENDANT from time to time fails to pay PLAINTIFF and the AGGRIEVED
24 EMPLOYEES within eleven (11) days of the close of the payroll period in accordance with Cal.
25 Lab. Code § 204(a).

26 22. DEFENDANT underpays sick pay wages to PLAINTIFF and the AGGRIEVED
27 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
28 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-

1 discretionary remuneration, including but not limited to, incentives, shift differential pay, and
2 bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay
3 to PLAINTIFF and the AGGRIEVED EMPLOYEES at their base rates of pay.

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

8 24. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
9 the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely earned non-
10 discretionary incentive wages, including but not limited to, incentives, shift differential pay, and
11 bonuses, which increased their regular rate of pay. However, when sick pay was paid, it was
12 paid at the base rate of pay for PLAINTIFF and the AGGRIEVED EMPLOYEES, as opposed
13 to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

14 25. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and
15 the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
16 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and believes
17 and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that
18 PLAINTIFF and the AGGRIEVED EMPLOYEES whose employment has separated are
19 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

20 26. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
21 to collect or receive from an employee any part of wages theretofore paid by said employer to
22 said employee." DEFENDANT fails to pay all compensation due to PLAINTIFF and the
23 AGGRIEVED EMPLOYEES, makes unlawful deductions from compensation payable to
24 PLAINTIFF and the AGGRIEVED EMPLOYEES, fails to disclose all aspects of the deductions
25 from compensation payable to PLAINTIFF and the AGGRIEVED EMPLOYEES, and thereby
26 fails to pay these employees all wages due at each applicable pay period and upon termination.

27 27. DEFENDANT intentionally and knowingly fails to reimburse and indemnify
28 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred by

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

9 28. In the course of their employment PLAINTIFF and the AGGRIEVED
10 EMPLOYEES as a business expense, are required by DEFENDANT to use their own personal
11 cellular phones as a result of and in furtherance of their job duties as employees for
12 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated
13 with the use of their personal cellular phones for DEFENDANT's benefit. Specifically,
14 PLAINTIFF and the AGGRIEVED EMPLOYEES are required by DEFENDANT to use their
15 personal cellular phones. As a result, in the course of their employment with DEFENDANT,
16 PLAINTIFF and the AGGRIEVED EMPLOYEES incurred unreimbursed business expenses
17 which included, but were not limited to, costs related to the use of their personal cellular phones
18 all on behalf of and for the benefit of DEFENDANT. Further, PLAINTIFF and the
19 AGGRIEVED EMPLOYEES were only reimbursed for a small percentage of their mileage they
20 drove for DEFENDANT's benefit and also were not reimbursed for home office expenses in
21 connection with working out of their home for DEFENDANT's benefit.

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

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JURISDICTION AND VENUE

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

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

FIRST CAUSE OF ACTION**For Violation of the Private Attorneys General Act****[Cal. Lab. Code §§ 2698, *et seq.*]****(By PLAINTIFF and Against All Defendants)**

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

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

34. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private

1 Attorney General Act, brings this Representative Action on behalf of the State of California
2 with respect to herself and all individuals who are or previously were employed by
3 Sunderstorm Inc. and/or Sunderstorm Bay LLC in California and classified as non-exempt
4 employees ("AGGRIEVED EMPLOYEES") during the time period of February 21, 2021
5 until a date as determined by the Court (the "PAGA PERIOD").

6 35. On February 21, 2022, PLAINTIFF gave written notice by electronic mail to
7 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
8 employer of the specific provisions of this code alleged to have been violated as required by
9 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
10 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
11 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
12 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

13 36. The policies, acts and practices heretofore described were and are an unlawful
14 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
15 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
16 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
17 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
18 required expenses, and (f) failed to provide wages when due, all in violation of the
19 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221,
20 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
21 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
22 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
23 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
24 Attorney General Act of 2004 as the representative of the State of California for the illegal
25 conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

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

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 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: June 29, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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