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

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

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 04 2022

BY Charlene Johnson
CHARLENE JOHNSON, DEPUTY

CIV SB 2209150

10 BRENDA VALLADARES, on behalf of the
11 State of California, as a private attorney
general,

12 Plaintiff,

13 vs.

14 WAL-MART ASSOCIATES, INC., a
15 Corporation; STAFFMARK INVESTMENT
16 LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

17 Defendants.
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Case No. _____

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 Brenda Valladares (“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 7 **INTRODUCTION**

8 1. PLAINTIFF brings this action against Wal-Mart Associates, Inc. and Staffmark
9 Investment LLC (“DEFENDANT”) seeking only to recover PAGA civil penalties for herself,
10 and 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. Wal-Mart Associates, Inc. Is a corporation that at all relevant times mentioned
25 herein conducted and continue to conduct substantial business in the state of California. Wal-
26 Mart Associates, Inc. Is a big box retailer that owns and operates distribution centers in
27 California.

28 5. Staffmark Investment LLC is a limited liability company that at all relevant times

1 mentioned herein conducted and continue to conduct substantial business in the state of
2 California.

3 6. Wal-Mart Associates, Inc. and Staffmark Investment LLC were the joint
4 employers of PLAINTIFF as evidenced by paycheck and by the company PLAINTIFF
5 performed work for respectively, and are therefore jointly responsible as employers for the
6 conduct alleged herein, and are therefore collectively referred to herein as "DEFENDANT."

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

11 8. 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 Staffmark Investment LLC at a
15 Wal-Mart Associates, Inc. distribution center in California and who were classified as non-
16 exempt employees ("AGGRIEVED EMPLOYEES") during the time period of February 24,
17 2021 until a date as determined by the Court (the "PAGA PERIOD").

18 9. 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 10. The true names and capacities, whether individual, corporate, subsidiary,
27 partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are
28 presently unknown to PLAINTIFF who therefore sues these DEFENDANT by such fictitious

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

7 11. 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 other 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 12. 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 required PLAINTIFF
21 and the AGGRIEVED EMPLOYEES to work without paying them for all the time they were
22 under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work
23 while clocked out during what was supposed to be PLAINTIFF's off-duty meal break.
24 PLAINTIFF was from time to time interrupted by work assignments. PLAINTIFF and the
25 AGGRIEVED EMPLOYEES also worked off the clock with respect to time spent undergoing
26 mandatory drug testing or any other testing and/or examination required as a condition of
27 employment. DEFENDANT, as a matter of established company policy and procedure,
28 administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF

1 and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during
2 the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less
3 than they would have been paid had they been paid for actual recorded time rather than
4 “rounded” time. Additionally, PLAINTIFF and the other AGGRIEVED EMPLOYEES were
5 required by DEFENDANT to clock out of DEFENDANT’s timekeeping system, in order to
6 perform additional work for DEFENDANT as required to meet DEFENDANT’s job
7 requirements. Additionally, during the PAGA PERIOD, DEFENDANT engaged in the practice
8 of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off the clock
9 after clocking out of DEFENDANT’s timekeeping system, in that DEFENDANT, as a
10 condition of employment, required these employees to wait for and submit to loss prevention
11 inspections, waiting in line in order to pass through DEFENDANT’s security checkpoints after
12 clocking out at the end of each scheduled shift for which DEFENDANT did not provide
13 compensation for time spent waiting for and submitting to DEFENDANT’s loss prevention
14 inspections off the clock. Additionally, DEFENDANT required PLAINTIFF and the other
15 AGGRIEVED EMPLOYEES to wait in line and submit to mandatory temperature checks for
16 COVID-19 screening prior to passing through DEFENDANT’s security checkpoint and prior
17 to clocking into DEFENDANT’s timekeeping system for the workday. As a result, PLAINTIFF
18 and the other AGGRIEVED EMPLOYEES forfeited minimum wage and overtime
19 compensation by from time to time working without their time being accurately recorded and
20 without compensation at the applicable minimum wage and overtime rates. DEFENDANT’s
21 policy and practice not to pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for all
22 time worked is evidenced by DEFENDANT’s business records.

23 13. As a result of their rigorous work schedules, PLAINTIFF and the other
24 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off duty
25 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and the
26 other AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered
27 by DEFENDANT for more than five (5) hours during some shifts without receiving a meal
28 break. Further, DEFENDANT failed to provide PLAINTIFF and the AGGRIEVED

1 EMPLOYEES with a second off-duty meal period for some workdays in which these employees
2 were required by DEFENDANT to work ten (10) hours of work from time to time.
3 DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying
4 penalties to PLAINTIFF and the other AGGRIEVED EMPLOYEES. As a result,
5 DEFENDANT's failure to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with
6 legally required meal breaks is evidenced by DEFENDANT's business records. PLAINTIFF
7 and the other AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional
8 compensation and in accordance with DEFENDANT's corporate policy and practice.

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

1 these employees to remain on DEFENDANT's premises under DEFENDANT's control during
2 what should be their paid, off duty rest periods.

3 15. State law provides that employees must be paid overtime and meal and rest break
4 premium pay at one-and-one-half times their "regular rate of pay." PLAINTIFF and the other
5 AGGRIEVED EMPLOYEES were compensated at an hourly rate plus incentive pay that was
6 tied to specific elements of an employee's performance.

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

22 17. Cal. Lab. Code § 204 provides that "[a]ll wages. . . earned by any person in any
23 employment are due and payable twice during each calendar month, on days designated in
24 advance by the employer as the regular paydays." Further, Cal. Lab. Code § 204(d) expressly
25 requires employers to pay employees all wages owed within seven (7) days of the close of the
26 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and the
27 AGGRIEVED EMPLOYEES all wages owed to them within seven (7) days of the close of the
28 payroll period, including but not limited to for the "Gross Up Pay" wage payments.

1 18. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
2 to collect or receive from an employee any part of wages theretofore paid by said employer to
3 said employee.” DEFENDANT failed to pay all compensation due to PLAINTIFF and the other
4 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
5 PLAINTIFF and the other AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
6 deductions from compensation payable to PLAINTIFF and the other AGGRIEVED
7 EMPLOYEES, and thereby failed to pay these employees all wages due at each applicable pay
8 period and upon termination.

9 19. DEFENDANT underpaid sick pay wages to PLAINTIFF and the other
10 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in violation
11 of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn
12 non-discretionary remuneration. Rather than pay sick pay at the regular rate of pay,
13 DEFENDANT underpaid sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES at
14 their base rates of pay.

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

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

25 22. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and
26 the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
27 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and believes
28 and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that

1 PLAINTIFF and the AGGRIEVED EMPLOYEES whose employment has separated are
2 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

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

21 24. DEFENDANT failed to reimburse and indemnify PLAINTIFF and the other
22 AGGRIEVED EMPLOYEES for required business expenses incurred by PLAINTIFF and the
23 other AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf
24 of DEFENDANT. Under California Labor Code Section 2802, employers are required to
25 indemnify employees for all expenses incurred in the course and scope of their employment.
26 Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee
27 for all necessary expenditures or losses incurred by the employee in direct consequence of the
28 discharge of his or her duties, or of his or her obedience to the directions of the employer, even

1 though unlawful, unless the employee, at the time of obeying the directions, believed them to
2 be unlawful."

3 25. In the course of their employment PLAINTIFF and the other AGGRIEVED
4 EMPLOYEES as a business expense, were required by DEFENDANT to use personal cellular
5 phones as a result of and in furtherance of their job duties as employees for DEFENDANT but
6 were not reimbursed or indemnified by DEFENDANT for the cost associated with the use of
7 the personal cellular phones for DEFENDANT's benefit. As a result, in the course of their
8 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES incurred
9 unreimbursed business expenses which included, but were not limited to, costs related to the use
10 of their personal cellular phones, all on behalf of and for the benefit of DEFENDANT.

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

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

25 **JURISDICTION AND VENUE**

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

29. 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, resides in this County, 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 other 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)

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

31. 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.

32. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to herself and all individuals who are or previously were employed by Staffmark Investment LLC at a Wal-Mart Associates, Inc. distribution center in California

1 and who were classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during
2 the time period of February 24, 2021 until a date as determined by the Court (the "PAGA
3 PERIOD").

4 33. On February 24, 2022, PLAINTIFF gave written notice by electronic mail to
5 the 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
8 to 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
10 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

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

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

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
3 severally, as follows:

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

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

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

10 Dated: May 3, 2022

11 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
12 LLP

13
14 By: 

15 Norman B. Blumenthal
16 Nicholas J. De Blouw
17 Attorneys for Plaintiff
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