

AARON KAUFMANN, SBN 148580
 GISELLE OLMEDO, SBN 294750
 LEONARD CARDER, LLP
 1999 Harrison Street, Suite 2700
 Oakland, CA 94612
 Telephone: (510) 272-0169; Facsimile: (510) 272-0174
akaufmann@leonardcarder.com
golmedo@leonardcarder.com

GEORGE A. WARNER, SBN 320241
 LEGAL AID AT WORK
 180 Montgomery Street, Suite 600
 San Francisco, CA 94104
 Telephone: (415) 864-8848; Facsimile: (415) 593-0096
gwarner@legalaidatwork.org

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

MARIA DE LA LUZ BAUTISTA-PEREZ, LUZ)
 PEREZ BAUTISTA and SALVADORA)
 CORREA, on behalf of themselves and all others)
 similarly situated,)

Plaintiffs,)

v.)

JUUL LABS, INC., COALITION FOR)
 REASONABLE VAPING REGULATION,)
 LONG YING INTERNATIONAL, INC.,)
 DAVID M. HO, and DOES 1-10 inclusive,)

Defendants.)

Case No. 4:20-cv-01613-HSG
 SECOND AMENDED COMPLAINT,
 PUTATIVE CLASS ACTION AND
 COLLECTIVE ACTION FOR DAMAGES &
 REPRESENTATIVE ACTION FOR
 PENALTIES FOR:
 (1) Failure to Pay Wages Owed at Separation,
 Cal. Lab. Code §§ 201, 203;
 (2) Failure to Furnish Accurate Wage
 Statements, Cal. Lab. Code § 226;
 (3) Failure to Pay Minimum Wages Under
 California Law, Cal. Lab. Code §§ 1194,
 1194.2;
 (4) Failure to Pay San Francisco Minimum
 Wage, S.F. Admin. Code § 12R;
 (5) Failure to Pay Overtime Wages, Cal. Lab.
 Code §§ 510, 1194;
 (6) Failure to Reimburse Business Expenses,
 Cal. Lab. Code § 2802;
 (7) Failure to Provide Meal Periods, Cal. Lab.
 Code §§ 226.7, 512;
 (8) Violations of Unfair Competition Law, Cal.
 Bus. & Prof. Code §§ 17200 *et seq.*;
 (9) Failure to Pay Overtime Wages, FLSA, 29
 U.S.C. § 207.
 (10) Civil Penalties under the Private Attorneys
 General Act; Cal. Lab. Code §§ 2698 *et seq.*

I. INTRODUCTION

1. Plaintiffs Maria de la Luz Bautista-Perez, Luz Perez Bautista, and Salvadora Correa (“Plaintiffs”), on behalf of themselves and other campaign workers, bring a class action under Fed. R. Civ. Proc. Rule 23(b)(3) for state and local wage and hour claims arising out of their work for the Yes on C Campaign (“Campaign”) in San Francisco in 2019. Plaintiffs also bring a representative action for penalties, under the California Labor Private Attorney General Act (“PAGA”), Cal. Lab. Code § 2699, on behalf themselves and other former Campaign Workers who worked on the Campaign.

2. Plaintiff Maria de la Luz Bautista-Perez, on behalf of herself and other Campaign Workers, also brings a collective action for federal overtime pay, under the Fair Labor Standards Act (FLSA), 29 U.S.C. § 216(b).

3. In the run-up to the November 5, 2019 election, approximately 450 Campaign Workers were hired to phone bank, canvass, and perform administrative assistant tasks (“Campaign Workers”) to support Defendant Juul Labs, Inc.’s efforts to pass Proposition C, which would have overturned a San Francisco ordinance suspending the sale of electronic cigarettes in the city, allowing for the sale of electronic cigarettes in San Francisco by Juul and others.

4. This Campaign was funded, operated, and controlled by Juul. Juul controlled the Campaign’s finances and strategy, and hired all of the upper-level managers who directed the Campaign’s day-to-day operations.

5. Juul hired Long Ying International, Inc., a campaign operator based in San Francisco, and David Ho, the CEO for Long Ying, to help manage the operations of the Campaign’s canvassing and phone banking operations. These canvassing and phone banking operations were also operated with help from a group of other companies and employees hired by Juul, including Barnes, Mosher, Whitehurst, Lauter & Partners, Inc., and S2 Partners, Inc.

6. In July 2019, Juul created a non-profit called the Coalition for Reasonable Vaping Regulation, and used this nonprofit as a shell corporation to obscure its involvement in the Campaign. Some of the people and entities supporting the Campaign were first hired by Juul and then subsequently signed contracts with the Coalition.

7. Each of the Defendants—Juul, the Coalition, Long Ying, and David Ho—were involved in the hiring and firing of Plaintiffs and other Campaign Workers.

8. Plaintiffs and Campaign Workers hired directly by Long Ying were classified as independent contractors, even though the workers served Defendants as employees for purposes of the federal, state, and local wage-and-hour protections giving rise to the claims averred herein. Campaign Workers hired directly by Long Ying were not issued legally compliant pay statements and not timely paid all accrued wages upon separation of their employment. Campaign Workers who were scheduled to perform work at multiple Campaign offices on the same workday were not paid for their travel time between work locations; were not paid overtime premium pay; were not provided legally required off-duty meal breaks; and were not reimbursed for work-related travel expenses.

9. On September 30, 2019, Plaintiffs and Campaign Workers still working for the Campaign were abruptly laid off after Juul publicly announced that it would no longer actively support the Campaign, and privately ordered the other Defendants to lay off remaining staff and immediately shutter the Campaign. Long Ying and the Coalition informed the Campaign Workers that the Campaign was over, that there was no more work for them, and that they could pick up their final checks three or four days later.

II. JURISDICTION

10. This Court has jurisdiction over this action under the FLSA, 29 U.S.C. §§ 207, 216(b), pursuant to 28 U.S.C. § 1331.

11. This Court has jurisdiction over Plaintiffs' state and local law claims pursuant to 28 U.S.C. § 1367.

III. VENUE AND INTRADISTRICT ASSIGNMENT

12. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in the City and County of San Francisco, and within the division and courthouse in which this action has been commenced.

//

IV. PARTIES

A. PLAINTIFFS

13. Plaintiff Maria de la Luz Bautista-Perez (“Maria Bautista-Perez”) resides in California. She worked for the Yes on C Campaign as a phone bank caller and door-to-door canvasser from approximately August 14, 2019 to September 30, 2019.

14. Plaintiff Luz Illimani Ahnun Ixchel Perez Bautista (“Luz Perez Bautista”) resides in California. She worked for the Yes on C Campaign as a phone bank caller, door-to-door canvasser, and administrative assistant from approximately August 17, 2019 to October 1, 2019.

15. Plaintiff Salvadora Correa resides in California. She worked for the Yes on C Campaign as a phone bank caller and door-to-door canvasser from approximately August 24, 2019 to September 30, 2019.

B. DEFENDANTS

16. Defendant Juul Labs, Inc. (“Juul”):

a. Juul is a foreign stock corporation formed in Delaware with its principal place of business in San Francisco, California.

b. Juul is an electronic cigarette producer.

c. Juul was, at all times relevant to this Complaint, an employer covered by the FLSA, the California Labor Code, Industrial Welfare Commission (“IWC”) Wage Order No. 4, the General Minimum Wage Order, and the San Francisco Administrative Code.

17. Defendant Coalition for Reasonable Vaping Regulation (the “Coalition”):

a. The Coalition is a domestic nonprofit corporation with its principal place of business in San Francisco, California.

b. The Coalition was incorporated as a nonprofit public benefit corporation on July 3, 2019, according to its Articles of Incorporation filed at the California Secretary of State’s website.

c. The Coalition applied for tax exempt status with the Internal Revenue Service on July 8, 2019.

d. The Coalition was, at all times relevant to this Complaint, an employer

covered by the FLSA, the California Labor Code, IWC Wage Order No. 4, the General Minimum Wage Order, and the San Francisco Administrative Code.

18. The Coalition and Juul are each other's alter egos and form a single enterprise. Juul and the Coalition lacked separate personalities, and it would be inequitable to allow Juul to maintain the fiction that it is separate from the Coalition:

a. The Coalition used the same core personnel already hired by Juul, see, e.g., *infra* at § V.D;

b. Juul operated in the name of the Coalition prior to the Coalition's incorporation, see, e.g., *infra* at §§ V.B, V.C, V.D;

c. The Coalition disregarded corporate formalities, see, e.g., *infra* at § V.F.;

d. The Coalition was inadequately capitalized since its conception, and relied solely on no-interest loans from Juul for financial support, see, e.g., *infra* at § V.G.;

e. The Coalition was used as a mere shell to conduct Juul's affairs, see, e.g., *infra* at §§ V.H., V.L.;

19. Defendant Long Ying International, Inc. ("Long Ying"):

a. Long Ying is a domestic stock corporation with its principal place of business in San Francisco, California.

b. Per Long Ying's website, "Long Ying provides a full complement of public affairs and advocacy services. From lobbying at the municipal and state levels, to grassroots organizing, we use our relationships to deliver results for our clients."

c. The Coalition paid Long Ying \$4,029,791 in 2019.

d. Long Ying was, at all times relevant to this Complaint, an employer covered by the FLSA, the California Labor Code, IWC Wage Order No. 4, the General Minimum Wage Order, and the San Francisco Administrative Code.

20. Defendant David Ho:

a. Mr. Ho is the Chief Executive Officer of Long Ying and the managing member of Long Ying Consulting, LLC.

b. Mr. Ho was intimately involved in the day-to-day operations of Long Ying

1 and, along with Juul and the Coalition, participated in instituting the unlawful wage and hour
2 practices alleged herein.

3 c. Mr. Ho, at all times relevant to this Complaint, was an employer covered by
4 the FLSA, the California Labor Code, IWC Wage Order No. 4, the General Minimum Wage Order,
5 and the San Francisco Administrative Code, and he has violated or caused to be violated the
6 provisions of IWC Wage Order No. 4 and General Minimum Wage Ordinance regulating minimum
7 wages and/or hours and days of work as well as Labor Code §§ 203, 226, 226.7, 1194, and 2802.
8 See Cal. Lab. Code § 558.1. As such, he is personally liable for the Wage Order and Labor Code
9 violations cited above.

10 21. As a result of the conduct alleged herein, Defendants are each joint employers of
11 Plaintiffs and the Campaign Workers under the FLSA, and Defendants are jointly and severally
12 liable for violations of the FLSA.

13 22. As a result of the conduct alleged herein, Defendants are each joint employers of
14 Plaintiffs and the Campaign Workers under California law, and Defendants are jointly and
15 severally liable for violations of applicable San Francisco and California law.

16 23. Plaintiffs are ignorant of the true names and capacities of Doe Defendants and
17 therefore sue them by fictitious names. Plaintiffs will amend this Complaint to allege the true
18 names and capacities of the Doe Defendants when ascertained. Plaintiffs are informed and believe,
19 and thereon allege, that each of the Doe Defendants is responsible in some manner for the
20 occurrences alleged herein. Plaintiffs are further informed and believe, and allege thereon, that at
21 all relevant times, Doe Defendants have held executive positions with Defendants, and/or have
22 acted on behalf of Defendants by exercising decision-making responsibility for and by establishing
23 unlawful wage and hour practices or policies for Defendants. Plaintiffs are informed and believe,
24 and on that basis allege, that at all times relevant to this Complaint, Doe Defendants, and each of
25 them, acted as an employer of Plaintiffs and the members of the Class, defined below, within the
26 definition of the FLSA and California's Labor Code, IWC Wage Order No. 4, Minimum Wage
27 Order, and San Francisco's Minimum Wage Ordinance (codified in Chapter 12 of the San
28 Francisco Administrative Code).

V. STATEMENT OF FACTS

A. Juul Countered San Francisco’s Efforts To Ban The Sale Of Vaping Products, Culminating In Sponsoring Proposition C.

24. In March 2019, San Francisco City Attorney Dennis Herrera and Supervisor Shamann Walton proposed a series of changes in San Francisco law that, among other things, would prevent the sale of Juul’s products in San Francisco. Ordinance 122-19, which banned the sale of electronic cigarettes in San Francisco, was ultimately passed by the Board of Supervisors on June 18, 2019 and June, 25, 2019, and was approved by Mayor London Breed on June 28, 2019.

25. Juul began its lobbying efforts against the proposed ordinance in late March 2019. Juul hired the firm New Deal Advisers to assist with lobbying of city officials. Chris Gruwell spoke to city officials on around 15 occasions between April and June 2019. At the same time, Juul employees Parker Kasmer, the Head of Legal for Regulatory and Government Affairs, and Courtney Snowden, a Senior Director of Policy and Political Engagement, also lobbied against the proposed ordinance.¹ Juul also paid Mr. Ho \$10,000 in April and May 2019 for lobbying of city officials. Juul paid Mark Mosher, a principal at Barnes, Mosher, Whitehurst, Lauter & Partners, Inc. (“Whitehurst Mosher”), \$5,000 for lobbying of city officials.² Mr. Mosher contacted one official, Mr. Herrera, in May 2019.

26. At the same time Juul was lobbying city officials to get the proposed ordinance scuttled, Juul decided to develop contingency plans in case the ordinance ultimately passed. Juul hired three campaign consultants in April 2019 to prepare for a possible ballot measure: Defendant David Ho, Whitehurst Mosher, Nate Allbee. Juul also hired an opinion research and polling firm, Fabrizio Ward, LLC, and a public affairs consulting firm, DCI Group AZ, Inc. (“DCI”).

27. David Ho’s contract with Juul identified “Nat Sillin, Executive Director, Head of Corporate Responsibility and Trust” as the “Company Contact” for Juul.

28. In April 2019, Juul spent a total of \$464,900.03 in payments to these entities, according to Juul’s filings with the Ethics Commission.

¹ A table of persons involved in the Campaign is attached as Exhibit A to the Complaint.

² Whitehurst Mosher does business as BMWL & Partners and as Whitehurst Mosher Campaign Strategy and Media.

29. Mr. Ho was quoted by a reporter in an article published on April 12, 2019 in the S.F. Examiner: “Right now there’s no campaign, unless we can’t come to a compromise.” Mr. Ho was also quoted as saying in the article: “I’m assuming [Juul is] getting loaded, locked and ready to go.”

30. By May 2019, Juul moved to develop, draft, and sponsor a ballot petition that would override the proposed ordinance’s banning the sale of its products. On May 14, 2019, Juul’s Vice President of Supply and Demand Planning, Jennifer Hochstatter, filed a proposed petition called the “Act to Prevent Youth Use of Vapor Products” that would overturn a proposed San Francisco ordinance suspending the sale of electronic cigarettes in the city, allowing for the continued sale of electronic cigarettes in San Francisco by Juul and others. When filing this petition, Ms. Hochstatter was represented by James Sutton of the Sutton Law Firm. On information and belief, Mr. Sutton’s legal fees at this point were paid by Juul.

B. Juul Created A Fictitious “Coalition” For Its Efforts To Prevent The Passage Of The Ordinance.

31. In or around April or May 2019, Juul directed its local political efforts through a “coalition” called the “Coalition for Reasonable Vaping Regulation.” At this point, the Coalition did not exist as a legal entity. The “Coalition for Reasonable Vaping Regulation” was merely a name used by Juul for its efforts related to the proposed ordinance.

32. In May 2019, the website coalitionforreasonablevapingregulation.org was launched. In May and June 2019, the website contained blog posts arguing against San Francisco’s proposed ordinance banning the sale of vaping products. Another website, regulatenotban.com, was also launched in May or June 2019.

33. In May 2019, according to Juul’s filings, Juul paid a total of \$200,338.85 to Long Ying, Whitehurst Mosher, DCI Group AZ, Inc., and Mr. Allbee. On the disclosure report filed with the San Francisco Ethics Commission, Juul claimed these payments were made “on behalf of the Coalition for Reasonable Vaping Regulation,” which did not yet exist as a legal entity.

34. In June 2019, according to Juul’s filings with the Ethics Commission, Juul paid a total of \$115,407.58 to Defendant Long Ying, Whitehurst Mosher, DCI Group AZ, Inc., and Mr.

1 Allbee. On the disclosure report filed with the San Francisco Ethics Commission, Juul claimed
 2 these payments were made “on behalf of the Coalition for Reasonable Vaping Regulation.” *See*
 3 Dkt. 79-2 at Ex. 10.

4 35. Upon information and belief, Juul hired DCI and Defendant David Ho to develop a
 5 grassroots organizing strategy to oppose the passage of the ordinance. On June 7, 2019, the
 6 proposed ordinance was reviewed by the Public Safety and Neighborhood Services Committee. In
 7 advance of the meeting, the coalitionforreasonablevapingregulation.org website contained a blog
 8 post that asked the public to attend the hearing and speak out against the proposed ordinance. The
 9 Notice stated that it was coming from the “Coalition for Reasonable Vaping Regulation” and did
 10 not disclose any affiliation with Juul.

11 **C. In Late May, Juul Became A Committee Under California Election Law And Began**
 12 **Gathering Signatures For Its Proposition.**

13 36. On May 31, 2019, Juul started circulating the petition titled “Act to Prevent Youth
 14 Use of Vapor Products” for signatures starting on May 31, 2019, according to a Form SFEC-113
 15 filed by Mr. Sutton on behalf of the “Coalition for Reasonable Vaping Regulation, Including
 16 Neighborhood Grocers and Small Businesses. Committee Major Funding From Juul Labs.”

17 37. On June 3, 2019, James Sutton filed a sworn Statement of Organization, Recipient
 18 Committee with the Ethics Commission, on behalf of a campaign committee called the “Coalition
 19 for Reasonable Vaping Regulation, Including Neighborhood Grocers and Small Businesses.
 20 Committee Major Funding From Juul Labs” (the “Committee”).³ The Committee is not a separate
 21 legal entity, but rather a legal status under California law that is triggered for a person or group of
 22 people when the person(s) takes certain campaign-related actions, in this case, receiving over
 23 \$2,000 in campaign-related contributions.⁴ The Committee was required to file the Statement of
 24 Organization under California law.

25 _____
 26 ³ In August 2019, the Committee filed an amended Statement of Organization, changing its name
 27 to “Yes on C - Coalition for Reasonable Vaping Regulation, Including Neighborhood Grocers and
 28 Small Businesses. Committee Major Funding From Juul Labs.”

⁴ A committee, under California law, is defined as a person or combination of persons (including
 incorporated persons) “who directly or indirectly does any of the following: (a) Receives
 contributions totaling two thousand dollars (\$2,000) or more in a calendar year[;] (b) Makes

38. On May 31, 2019, Juul issued its first \$500,000, no-interest loan to the Committee. That loan was scheduled to be due on December 31, 2019, subject to funds being available. Before July 3, 2019, when the Coalition was incorporated, the Committee reported that it had received \$1,500,000 from Juul in the form of zero interest loans and that it had made payments of at least \$439,765.29.

39. The June 3, 2019 filing listed Juul as a sponsor of the Committee. It also listed the “Coalition for Reasonable Vaping Regulation” as a separate sponsor of the Committee, even though the Coalition did not exist as a legal entity. The filing falsely described the “Coalition for Reasonable Vaping Regulation” as a “501(c)(4) Organization Supporting Reasonable Vaping Regulation and Youth Prevention.” The Coalition was not yet incorporated and had not applied for 501(c)(4) status.

40. Upon information and belief, the Committee at this point consisted of just one member: Juul.

41. In the June 3, 2019 disclosure, the Committee stated it had a bank account at Wells Fargo. However, in fact, Sutton Law did not request that Wells Fargo open a bank account for the Committee (and the Coalition) until September 11, 2019.

42. The Statement of Organizations stated that the Committee was primarily formed to support “An Act to Prevent Youth Use of Vapor Products.”

43. Mr. Berrier is identified as the “Principal Officer” for the Committee in the Statement of Organization. A “Principal officer” means the individual primarily responsible for approving the political activities of a committee, including, but not limited to, the following activities: (1) Authorizing the content of communications made by the committee[;] (2)

independent expenditures totaling one thousand dollars (\$1,000) or more in a calendar year; or[;]
(c) Makes contributions totaling ten thousand dollars (\$10,000) or more in a calendar year to or at the behest of candidates or committees.” Cal. Gov. Code §§ 82013, 82047. A committee is required to file a statement of organization within 10 days of becoming a committee under California law. Cal. Gov. Code §§ 84101, 82047. A person sponsors a committee if “(1) The committee receives 80 percent or more of its contributions from the person or its members, officers, employees, or shareholders[;] . . . (3) The person, alone or in combination with other organizations, provides all or nearly all of the administrative services for the committee[; or] (4) The person, alone or in combination with other organizations, sets the policies for soliciting contributions or making expenditures of committee funds.” Cal. Gov. Code § 82048.7.

1 Authorizing expenditures, including contributions, on behalf of the committee[;] and (3)
 2 Determining the committee's campaign strategy.” *See* Cal. Gov. Code § 82047.6. Mr. Sutton was
 3 identified as the Committee’s treasurer.

4 44. In a sworn declaration, Juul’s Chief Administrative Officer, Ashley Gould, stated
 5 that the “Coalition for Reasonable Vaping Regulation was a committee primarily formed to support
 6 the ‘Act to Prevent Youth Use of Vapor Products,’” which would ultimately be given the title of
 7 Proposition C. According to the regulatenotban.com website, the Coalition for Reasonable Vaping
 8 Regulation was “created in response to a proposed ban by the City of San Francisco on the sale of
 9 vapor products.”

10 **D. Prior To The Coalition’s Formation As A Legal Entity, Juul Hired The Campaign**
 11 **Staff That Would Eventually Supervise The Campaign Workers.**

12 45. In May and June, the Committee and Juul hired a number of consultants to work on
 13 the Campaign. Many of these consultants, including Mr. Ho, Whitehurst Mosher, and Mr. Allbee,
 14 had been retained by Juul before being transitioned to contracts with the Committee.

15 46. On or around June 3, 2019, Juul hired Whitehurst Mosher “as the General
 16 Consultants for the campaign.” In an email on June 11, 2019, Mr. Whitehurst told Mr. Ho that
 17 Whitehurst Mosher had been hired as the General Consultants, and that Whitehurst Mosher would
 18 “manage the effort—both direct the campaign and manage the budget.” Mr. Whitehurst also told
 19 Mr. Ho that “Juul and the attorneys” were the members of the Coalition, and that the “coalition
 20 leadership team” had to sign off on the budget for the Campaign.

21 47. In an email sent to Mr. Ho on June 11, 2019, Mr. Whitehurst wrote that many of the
 22 same entities and people who were working for Juul would be transitioned onto contracts with the
 23 Coalition, including Whitehurst Mosher, Long Ying, Mr. Allbee, and six staff members “under
 24 contracts with DCI for the City Hall organizing.”

25 48. Four former DCI staff members, Brady Penn, MacKenzie Ewing, Patrick Collum,
 26 and Scott Carlson, signed contacts with the “Coalition for Reasonable Vaping Regulation
 27 (‘Committee’), a 501(c)(4) nonprofit organization and political committee under state and San
 28 Francisco law in connection with a ballot initiative to regulate vaping products/e-cigarettes.”

1 These contracts stated that Mr. Penn, Ms. Ewing, Mr. Collum, and Mr. Carlson would be hired as
 2 “field staff for [the] Committee” and that their duties would include “[s]upport[ing] the field
 3 program with voter identification and outreach as it relates to the outreach program.”

4 49. By June 11, 2019, Mr. Ho had submitted a detailed budget proposal to Whitehurst
 5 Mosher for phone banking and canvassing operations to support the ballot initiative. On
 6 information and belief, this proposal was also submitted to Juul. The budget proposal specified
 7 exact salaries for a number of positions, including a lead organizer position, an assistant lead
 8 organizer position, and an office manager position.

9 50. On or about July 1, 2019, Long Ying signed a contract with the “Coalition for
 10 Reasonable Vaping Regulation, a political committee established under state and San Francisco
 11 law” to provide campaign services. The contract was signed by James Sutton, the Committee’s
 12 treasurer and the Coalition’s attorney in this action. The Coalition did not exist as a separate legal
 13 entity, and the Committee included only Juul. The contract specified that Long Ying would be
 14 paid a 15 percent surcharge on some items and that some services would be paid without such
 15 surcharge. The contract specified that Long Ying would not receive a surcharge for “[a]pproved
 16 [s]taff [s]alaries.”

17 51. In the June 11, 2019 email, Mr. Whitehurst told Mr. Ho that Georgine Trujillo
 18 would be the political director and that she would be “reporting to you directly and a dotted line
 19 report to Mark [Mosher] and me.” Ms. Trujillo was eventually paid through an entity called
 20 Trujillo Communications. Trujillo Communications entered into an agreement with the Committee
 21 to “[s]upport the field program with voter identification and outreach as it relates to the outreach
 22 program and beyond.”

23 52. In the June 11, 2019 email, Mr. Whitehurst told Mr. Ho that Ranmeek Saini was
 24 appointed as the “Grassroots / Field Manager.” Ms. Saini was retained by the “Coalition for
 25 Reasonable Vaping Regulation (‘Committee’), a political committee under state and San Francisco
 26 law in connection with an initiative and potential referendum,” and she was classified as an
 27 independent contractor. Ms. Saini’s duties, as specified in the contract, included “[w]orking with
 28 the campaign team to identify a Citywide field strategy,” “track[ing] outreach and results,”

1 “[h]elp[ing] develop talking points, Q&A documents and other collateral for phonebanking, door
 2 knocking and other voter outreach,” and “[d]ay-to-day management of the field operations
 3 including, building a functional office from the ground up, recruiting, training and managing staff.”

4 **E. Juul Started Developing Core Campaign Strategy With Its Hired Consultants In June**
 5 **2019.**

6 53. By June 21, 2019, Ms. Saini and Mr. Ho had prepared job descriptions for core
 7 Campaign staff. These jobs included the Phonebank Coordinator, the Lead Organizer, and the
 8 Field Manager, and the Assistant Lead Organizer. All of these positions were advertised as being
 9 with the “Coalition for Reasonable Vaping Regulation.” The Assistant Lead Organizer’s job was
 10 to “manage and oversee all field workers” and to “train canvassers, phonebankers, visibility
 11 workers, or GOTV workers.”

12 54. Starting on June 30, 2019, Whitehurst Mosher began hosting twice weekly strategy
 13 calls regarding the Campaign. Twenty-three people were invited to this first strategy call on June
 14 30. The invitees included seven Juul employees, including Mr. Berrier; Mr. Sillin, an Executive
 15 Director of Corporate Responsibility and Trust; Mr. Kasmer; Ted Kwong, a Director of
 16 Communications; Josh Raffel, a Vice President of Corporate Communications; Annica Benning;
 17 and Scott Richburg. Other invitees were: Mr. Gruwell of New Deal Advisers, the firm Juul hired
 18 to lobby on its behalf; five employees from Whitehurst Mosher; two lawyers from Gibson Dunn,
 19 which represented Juul in this action and in other matters related to the ballot initiative, including
 20 Peter Squeri, one of the lawyers who appeared for Juul in this action; Mr. Sutton and Nicolas
 21 Sanders of the Sutton Law Firm, the firm representing the Coalition in this action; Christopher
 22 Skinnell, a lawyer with Nielsen Merksamer Parrinello Gross & Leoni, who has represented the
 23 Coalition and Ms. Hochstatter in other actions and matters related to the Campaign; an employee of
 24 Global Asset Capital, a private equity group that had invested in Juul and maintained a partner on
 25 Juul’s board; Mr. Allbee, the Coalition’s Communications Director, who had been paid by Juul
 26 since April 2019; and Mr. Ho.

27 55. During these phone calls in June and July 2019, Mr. Kwong, a Director of
 28 Communications at Juul, was tasked to provide an “Earned Media/Communications Update” for

the Campaign, along with Mr. Allbee and Jennifer Wlach, a communications consultant. Mr. Sillin was tasked with providing a “Juul Government Relations Update” on these calls.

56. The Committee paid at least eight separate vendors before the Coalition was incorporated on July 3, 2019, including Whitehurst Mosher, Long Ying, and S2 Partners.

57. Mr. Sutton submitted 20,302 signatures on behalf of the Committee and Juul to the Department of Elections on July 2, 2019.

F. After The Coalition Was Incorporated, It Failed To Comply With Required Corporate Formalities And Made A Number Of Misstatements To The Internal Revenue Service When Applying For Nonprofit Status.

58. The Coalition was incorporated on July 3, 2019.

59. The Coalition applied for 501(c)(4) nonprofit status on July 8, 2019. This status was approved by the IRS on December 30, 2019, with an effective date assigned by the IRS of July 3, 2019. There were irregularities in the Coalition’s 501(c)(4) status application:

60. In its application to the IRS, the Coalition falsely answered “No” to the question: “Do you or will you pay any compensation to your officers, directors, trustees, employees, members, or independent contractors?” Having falsely answered “No” to this question, it did not answer whether it would “compensate any of [its] officers, directors, trustees, employees, members, or independent contractors through nonfixed payments, such as discretionary bonuses or revenue-based payments,” or describe such non-fixed payments. The Coalition had an arrangement to make such non-fixed payments with Long Ying.

61. The Coalition also stated in its application: “If the organization becomes involved with the San Francisco ballot measure, then it will spend approximately 20 (twenty) percent of its time this year on this activity.” The Coalition at this point was already “involved with the San Francisco ballot measure.” The Coalition predicted it would spend the other 80 percent of its time participating in “public education and outreach about the harms of youth vaping,” “public education and outreach about e-cigarette regulation,” “coalition building,” and “advocacy.” Upon information and belief, the Coalition did not conduct any activities other than activities related to the ballot measure.

62. The Coalition claimed that it would continue to operate after the completion of the November 2019 election, estimating it would spend \$4,985,000, including \$3,500,000 on TV advertising, in 2019 and the same amounts in 2020. Upon information and belief, the Coalition had no intention of operating in any meaningful capacity after the completion of the November 2019 election. In the first half of 2020, the Coalition in fact made payments totaling \$95,630.41. \$95,470.41 of this amount went to lawyers at Sutton Law Firm and Kagen & Caspersen PLLC. The Coalition did not appear to participate in any activities related to the “public education and outreach about the harms of youth vaping,” or “public education and outreach about e-cigarette regulation,” or any “coalition building” or “advocacy” work in 2020. At a certain point in November or December 2019, the coalitionforreasonablevapingregulation.org and regulatenotban.com websites were made inaccessible online.

63. The Coalition also failed to comply with all of its legal obligations as a nonprofit organization incorporated in California.

64. On July 11, 2019, the Coalition registered with the Attorney General’s Registry of Charitable Trusts. On October 1, 2019, the Attorney General informed the Coalition that “the entity has not yet submitted all of the information required by California Code of Regulations,” and that the Coalition should provide it with the missing information, including a “copy of the Internal Revenue Service determination letter.” According to public records, the Coalition has not, as of December 22, 2020, provided the Registry of Charitable Trusts with this missing information.

65. According to the Coalition’s Bylaws, which were publicly filed with the California Department of Justice’s Registry of Charitable Trusts, the Coalition had no members.

66. Upon information and belief, the Coalition has never held a board meeting.⁵

67. The President of the Coalition, Jon Berrier, is a Senior Director of Public Affairs at Juul.

⁵ In response to an interrogatory request asking the Coalition to “[i]dentify the dates on which the COALITION held board meetings. As to each date, identify names of persons in attendance and whether any meeting minutes were taken,” the Coalition initially responded: “N/A.” In its amended responses, the Coalition responded: “CRVR is still in the process of investigating the facts relating to this case and reviewing documents pertaining to, among other things, dates, if any, on which the COALITION held board meetings, and as to each date, the names of persons in attendance and whether any meeting minutes were taken.”

68. In addition to a President, the Coalition has a Secretary and a Chief Financial Officer, according to its Bylaws. The Coalition does not know the address of its Secretary, Tait Campbell, or its Chief Financial Officer, Ryan Hanretty. The Coalition also does not know the current occupation or employer of either its Secretary or Chief Financial Officer.

G. Juul Provided The Near Exclusive Funding For The Campaign Committee.

69. Juul was the sole funder of the Committee's actions, except for de minimus contributions made by a few people whom the Committee hired.

70. During and after the election, the Committee filed detailed Form 460 disclosures with the San Francisco Ethics Commission. These disclosure forms were filed on the following dates: July 30, 2020, January 30, 2020, November 1, 2019, October 24, 2019, September 26, 2019, September 13, 2019, August 5, 2019, July 22, 2019, July 3, 2019, June 20, 2019, and June 5, 2019.

71. According to those disclosures, the Committee received \$18,500,000 in contributions in the form of no-interest loans. Although these loans were due on December 31, 2019, the Committee has not paid back \$15,500,000 of the \$18,500,000 it received from Juul. According to these disclosure forms, the Committee returned \$3,000,000 to Juul between September 22, 2019 and October 19, 2019. The Committee has outstanding debts of \$15,500,000 as of June 30, 2020. Juul is the creditor for all of these debts. The Committee has \$377,669.15 in cash as of June 30, 2020.

72. The Committee also disclosed that it received "non-monetary contributions" from Juul that the Committee valued at \$151,574.42 in 2019 in its Form 460 disclosure forms. These "non-monetary contributions" included payment of staff time valued at \$148,902; travel, lodging, and meals worth \$2,366.17; and campaign paraphernalia worth \$306.05. These "non-monetary contributions" also included the payment of administrative services for the political action committee. Although these payments cost a total of \$319,950, these administrative services were valued at \$0.00 in the disclosure forms filed by the Committee.

73. Juul made additional payments "on behalf of the Coalition for Reasonable Vaping Regulation" in May 2019 and June 2019, according to lobbyist disclosures filed by Juul with the Ethics Commission. *See supra* at ¶¶ 33-34. The Committee did not disclose these payments on its

Form 460 disclosures, even though those disclosure forms required the Committee to disclose all payments made by an agent or independent contractor. The instructions for Form 460 state: “Report payments made on your behalf during the reporting period by an agent or independent contractor (such as a campaign management firm or an advertising agency) on Schedule G.”

74. The Committee disclosed contributions of \$950 from sources other than Juul. Of these contributions, \$710 were reported on an individualized basis. \$500 was given from the Chinese American Democratic Club. \$110 was given by Keith Baraka. \$100 was given by Mark Mosher. The Committee paid the Chinese American Democratic Club \$20,000, paid Keith Baraka \$15,000, and paid Barnes, Mosher, Whitehurst, Lauter & Partners, LLP over \$7 million.

75. The Coalition has never been solvent, and it has never received more than \$950 in capital. To the extent the Coalition maintained separate finances from Juul, the Coalition has been in significant debt to Juul.

H. Juul Continued To Have Operational Control Over The Campaign Even After The Coalition Was Incorporated.

76. Both before the Coalition was incorporated and afterward, Mr. Sillin, an Executive Director of Corporate Responsibility and Trust, was the Juul employee with primary responsibility for the Campaign. Campaign staff from Whitehurst Mosher and Long Ying both referred to Mr. Sillin as the “client” and sought Mr. Sillin’s approval on major and minor changes in the Campaign, including proposed changes to the schedule of meetings between the various consultants working on the Campaign.

77. Mr. Sillin was kept informed about the Campaign’s spending. For example, one of the vendors for the Campaign, Rimylan Enterprises, LLC, which operates under the trade name Applecart, was required under its contract with the Committee to send invoices to Mr. Sillin and two employees of the Sutton Law Firm.

78. On July 3, 2019, Daniel Baldocchi, an employee with Whitehurst Mosher who did a significant amount of coordinator work between the various entities and persons working on the Campaign, emailed a group of core Campaign staff, including Mr. Ho, Mr. Mosher, Mr. Whitehurst, Ms. Saini, Mr. Sillin, and Ms. Benning. In that email, Mr. Baldocchi wrote: “We are

1 trying to run the 7/10, 1pm-3pm campaign strategy meeting (to discuss campaign plans), out of the
 2 new Campaign HQ. Because the space is not solely dedicated to the campaign yet, I need everyone
 3 to sign an NDA (attached) and send it back to me as soon as you can so that we can get in there.”
 4 The attached nondisclosure agreement contained Juul’s logo and was written to maintain
 5 confidence between Juul and the Campaign staff. The nondisclosure agreement did not mention
 6 the Coalition.

7 79. On July 10, 2019, the San Francisco Department of Elections certified Proposition C
 8 for the November 5, 2019 ballot and assigned the proposition the letter C on August 12, 2019.

9 80. By July 31, 2019, Juul had contributed \$1,500,000 to the Coalition. Because these
 10 contributions exceeded \$10,000, the Coalition was required to disclose one of Juul’s principal
 11 officers. The Coalition disclosed Mr. Berrier as the principal officer for Juul.

12 81. Upon information and belief, Juul directly paid some of the consultants used on the
 13 Campaign, even after the Coalition was incorporated. For example, Mr. Gruwell and Laura Hilgart
 14 of New Deal Advisers, who had been hired to lobby for Juul in April 2019, were invited to attend a
 15 number of strategy calls for the Campaign. Mr. Gruwell also regularly appeared on the agendas for
 16 these Campaign meetings. Mr. Gruwell and New Deal Advisers were never paid by the Coalition,
 17 and their names never appear in Committee campaign finance disclosures.

18 **I. From July Through September 2019, The Long Ying Defendants And The Coalition**
 19 **Hired Plaintiffs And Other Campaign Workers To Work On The Campaign.**

20 82. Starting in early July 2019, staff working with the Campaign began posting job
 21 announcements online for campaign canvassers and phone bank staff. These advertisements stated
 22 that the canvassing positions and phone banking positions were with the “Coalition for Reasonable
 23 Vaping Regulation.”

24 83. In July 2019, the Coalition, through their attorneys Nicholas Sanders and James
 25 Sutton, provided Long Ying with the draft language for independent contractor agreements for
 26 canvassing and phone banking staff.

1 84. Starting in late July 2019, staff for Long Ying began interviewing potential
2 canvassing and phone banking staff. These interviews were coordinated and conducted by a
3 number of administrators hired by Long Ying, including Mark Yang, Nan (Nancy) Cheng, Juanita
4 Salas, and Chak Hang (Dixon) Li.

5 85. In or around mid-August 2019, Plaintiffs Luz Perez Bautista and Maria Bautista-
6 Perez interviewed for jobs with the Yes on C Campaign at the Campaign offices at 25 Taylor Street
7 in San Francisco.

8 86. Plaintiff Luz Perez Bautista was interviewed by Holly Wong, an administrator with
9 the Campaign. Plaintiff Luz Perez Bautista was told that the Campaign was hiring Spanish
10 speakers to work as canvassers and phone bankers for the Campaign. Plaintiff Luz Perez Bautista
11 was told that she was hired to perform canvassing and phone banking work, and that she would
12 start on or around August 17, 2019.

13 87. Plaintiff Maria Bautista-Perez was interviewed by Ms. Salas, one of the other
14 administrators with the Campaign. Ms. Salas told Ms. Bautista-Perez that she was being indirectly
15 hired by Juul, and that Juul had contracted with another company to run the Campaign. Plaintiff
16 Maria Bautista-Perez was also told that the Campaign was hiring Spanish speakers to work as
17 canvassers and phone bankers for the Campaign. Plaintiff Maria Bautista-Perez was hired to
18 perform canvassing and phone banking work, on or around August 14, 2019.

19 88. Plaintiff Salvadora Correa also interviewed for a job with the Yes on C Campaign at
20 the Campaign offices at 25 Taylor Street in San Francisco in August 2019, soon after Plaintiffs Luz
21 Perez Bautista and Maria Bautista-Perez were hired. At the end of the interview, Ms. Salas hired
22 Plaintiff Salvadora Correa and explained that she would be classified as an independent contractor
23 and would receive a 1099 tax document. Other Campaign Workers who were hired by Long Ying
24 were also hired as independent contractors.

25 89. As part of the hiring process, each of the Plaintiffs were required to sign an
26 agreement titled “Independent Contractor Agreement” and fill out a W-9 form. The “Independent
27 Contractor Agreement” was signed by David Ho on behalf of Long Ying. Many other Campaign
28 Workers were required to sign these Independent Contractor Agreements with Long Ying.

90. Campaign Workers were required to sign a non-disclosure agreement with the Coalition as a condition of employment.

J. Campaign Workers, Including Plaintiffs, Worked Under The Supervision Of Staff Hired By A Number Of Entities Affiliated With The Campaign, Including The Coalition, Long Ying, And S2 Partners, And Were Required To Follow Policies Set Forth By The Coalition And Juul.

91. The phone banking and canvassing operations were run on a day-to-day basis by a group of administrators and leads. Although these workers were hired and paid directly by a variety of different entities, during day-to-day operations, these administrators and leads worked together on a single, coordinated campaign operation.

92. Some of these administrators and leads, including Mr. Li, Ms. Wong, Mr. Yang, and Ms. Salas, were hired and primarily paid by Long Ying, although the Coalition reimbursed in full the salary costs for these workers. Some of these managers, including Mr. Penn, Ms. Ewing, Mr. Collum, and Ms. Carlson, were hired and paid directly by the Coalition. Some of these managers, including Greg Bednarz, were hired by S2 Partners, but were paid through Long Ying. Other managers, including Felipe Garcia, were hired and paid by an entity called GV Strategies. Ms. Saini operated S2 Partners, and the Coalition paid Ms. Saini through that entity. Administrators and leads that were not compensated by Long Ying, including Ms. Saini and Mr. Penn, received reimbursement for expenses incurred for their work on the Coalition by submitting expense reports with Long Ying.

93. These leads and administrators reported either directly or indirectly to one or more of the following individuals: Mr. Ho, Mr. Whitehurst, Mr. Mosher, Mr. Sillin, and, later in the Campaign, Tom Hsieh. For example, Mr. Carlson, Mr. Collum, Ms. Ewing, Mr. Garcia, and Mr. Penn all reported to Ms. Trujillo, who in turn reported to Mr. Ho. Ms. Trujillo also had a “dotted line report” to Mr. Whitehurst and Mr. Mosher. Ms. Saini reported to Mr. Ho. Mr. Ho, in turn, reported to Mr. Mosher, Mr. Whitehurst, and Mr. Sillin at Juul. Mr. Mosher and Mr. Whitehurst reported to Mr. Sillin at Juul.

94. The Campaign used the email address regulatevape@gmail.com for much of its communications with Campaign Workers. This account was nominally owned by Mark Yang, but

1 in practice was used by a number of Campaign staff, including Holly Wong, who was paid by
2 Long Ying, and Brady Penn, who was paid by the Coalition.

3 95. The training manual used to train Campaign Workers was prepared by staff
4 employed by the Coalition, and had the Coalition's logo on the front cover. The words Long Ying
5 International do not appear in the manual.

6 96. Plaintiffs and other Campaign Workers were assigned phone banking, canvassing,
7 or both for the Coalition for Reasonable Vaping Regulation.

8 97. From Monday through Thursday, the Campaign operated two shifts—typically four
9 hours each. During each shift, Campaign Workers performed phone banking or canvassing. The
10 Campaign also operated at least one shift on each weekend day. In August 2019, the Campaign
11 also operated a four-hour shift on Friday, and in late September, multiple shifts on Saturday and
12 Sunday.

13 98. Plaintiffs and Campaign Workers received emails before shifts that instructed them
14 which Campaign office they were expected to show up to, and at what time they were required to
15 show up.

16 99. When Plaintiffs and Campaign Workers started their work at the Campaign's 25
17 Taylor Street office, they were required to sign a paper sign-in sheet at the entrance of the office.
18 Plaintiffs and Campaign Workers were required to sign out when the shift ended. Most workers
19 started their first shift at the 25 Taylor Street office, but some workers showed up for their first
20 shift at the Campaign's other office at 1001 Clement Street.

21 100. During phone-banking shifts, Plaintiffs and Campaign Workers called San
22 Francisco voters using telephonic and computer equipment provided by the Campaign. The
23 software directed them whom to call, and the Coalition provided the workers with scripts as to
24 what to say on these calls.

25 101. Some Campaign Workers, including at times Plaintiff Salvadora Correa, returned to
26 25 Taylor Street for a second shift of phone banking at nights. These workers called San Francisco
27 voters in the same manner as described in the preceding paragraphs.
28

1 102. Many Campaign Workers, including Plaintiffs, performed a second four-hour shift
2 for the Campaign doing door-to-door canvassing or literature distribution within San Francisco.

3 103. The Plaintiffs and Campaign Workers were often instructed to show up at 1001
4 Clement Street for a second four-hour period. Sometimes, the Campaign Workers doing work at
5 1001 Clement Street had an hour or less to travel from the 25 Taylor Street office to the 1001
6 Clement Street office.

7 104. The Coalition provided Plaintiffs and Campaign Workers with materials and tablets
8 to perform the canvassing work. The workers picked up these tools from 1001 Clement Street at
9 the beginning of each shift. All three Plaintiffs performed at least some canvassing shifts starting
10 from the 1001 Clement Street office.

11 105. During each canvassing shift, the Campaign staff directed Campaign Workers as to
12 which neighborhoods they were to canvas that day. Once in their assigned neighborhoods,
13 Plaintiffs and Campaign Workers were required to engage with specific voters at specific
14 addresses. The relevant voter information was provided to Plaintiffs and Campaign Workers
15 through software on the tablets. Campaign staff instructed the Plaintiffs and Campaign Workers as
16 to how to communicate with potential voters about the upcoming election and encourage support
17 for Proposition C. At times, Campaign Workers were only required to distribute literature at
18 certain residences. This work was called “lit drop.”

19 106. Plaintiffs and Campaign Workers hired directly by Long Ying were paid an hourly
20 rate of \$25 for working phone-banking and canvassing shifts. Starting on or around September 12,
21 2019, workers performing canvassing and lit drop were paid \$30 an hour.

22 107. Plaintiffs and the Campaign Workers were paid for their scheduled hours for the
23 canvassing work. At times, Plaintiff Vita Correa and other Campaign Workers would return to the
24 Campaign office after the end of their scheduled shift. In these circumstances, Plaintiff Vita
25 Correa and other Campaign Workers were not paid for additional time working after the scheduled
26 end to their canvassing shift.

27 108. The Campaign Workers who used their personal cars to transport themselves and
28 other workers during canvassing were reimbursed an additional amount per block.

1 109. The Campaign frequently assigned Plaintiff Maria Bautista-Perez, and other
2 Campaign Workers, to work at 1001 Clement Street after working at 25 Taylor Street. Plaintiffs
3 Salvadora Correa and Luz Perez Bautista also worked shifts at the 1001 Clement Street office after
4 working at the 25 Taylor Street office.

5 110. Plaintiffs traveled from the Taylor Street location to the Clement Street location by
6 public transit. It takes approximately 35 minutes—and often longer—to travel between 25 Taylor
7 Street and 1001 Clement Street via public transit.

8 111. Plaintiffs and the Campaign Workers were not compensated for the time it took to
9 travel between the two Campaign work sites—25 Taylor Street and 1001 Clement Street—during
10 the middle of a work day.

11 112. Plaintiffs and other Campaign Workers at times did not have a 30-minute
12 uninterrupted meal period. For example, Plaintiff Maria Bautista-Perez frequently ate on the bus
13 while in transit to her canvassing assignment.

14 113. The Campaign opened a third office in the Mission District of San Francisco in late
15 September. During the second half of September 2019, some Campaign Workers, including
16 Plaintiff Salvadora Correa, were assigned to work canvassing shifts at the Mission District office
17 instead of at the Clement Street office.

18 114. About a week after Plaintiff Luz Perez Bautista was hired, she was promoted to a
19 new position in which she provided administrative support for the other Campaign Workers. Such
20 work included setting up the 25 Taylor office for phone banking, collecting worker sign-in sheets,
21 calling workers who did not show up for work, preparations for canvassing operations, and
22 assisting with other administrative and clerical tasks around the office. The Campaign employed at
23 least twenty other Campaign Workers to perform similar work.

24 115. Defendant Long Ying International issued bi-weekly paychecks to Plaintiffs and
25 other Campaign Workers. The check stubs did not: state any address for Long Ying or any other
26 employer; state the number of hours worked during any pay period; or include any information to
27 indicate that Long Ying withheld any money for tax purposes.

28 //

K. Some Campaign Workers Hired Through Staffing Agencies Were Acknowledged Employees And Worked The Same Job As The “Independent Contractor” Campaign Worker At Issue Here.

116. As the Campaign tried to rapidly increase its staff, it started to use staffing agencies to hire campaign workers. On information and belief, this group of campaign workers were acknowledged employees, did not fill out a W-9 or Independent Contractor Agreement, and were paid by staffing agencies; but otherwise, the employee campaign workers performed the same job under the same conditions as the Campaign Workers hired directly by Long Ying.

117. The Coalition was at times identified as the client in agreements with the staffing agencies:

118. The first agreement with JobShop identified the client as the Coalition, and the second agreement identified the client as the Coalition and Long Ying. Both listed Holly Wong, who was paid by Long Ying, as the contact for the Coalition.

119. The agreement with AtWork identified the client as Long Ying in the text of the agreement, but David Ho’s signature identified the “CLIENT” as “Coalition for Reasonable Vaping (sic) Regulations.”

120. Brady Penn, who was paid by the Coalition, approved timesheets for Campaign Workers hired through OfficeTeam by Robert Half, and was listed as their supervisor on forms with that agency. Invoices from Robert Half were billed to “YES ON PROP C SF,” but, according to the Committee’s campaign finance reports, paid by Long Ying.

121. When engaging with staffing agencies, Ms. Wong represented herself as part of the Coalition.

122. Campaign Workers hired through staffing agencies wrote on their timecards that they were working for the “Coalition for Reasonable Vaping,” “CRVR,” and “Vaping Coalition.”

123. Campaign staff understood that Campaign Workers hired directly by Long Ying and classified as Independent Contractors were being denied many of the benefits of employment that they were entitled. For example, when one campaign worker who was hired through a staffing agency intermediary inquired about switching to a position directly with the Campaign, Holly Wong wrote back from the regulatevape@gmail.com account: “I highly do not recommend

switching over. Come November 5th, the Coalition will not exist, so Jobshop will provide longterm job security. Our coalition will not provide healthcare, sick leave, worker's comp, liability insurance, unemployment insurance, commuter assistance, and probably other things.” In another email, Ms. Wong wrote: “Jobshop workers found out how much we are paying other people and now I'm not sure what I should do. Our hourly rate does not include sick leave, any type of insurance, or taxes. I am sure JobShop provides other benefits as well and gives a longer-term job security.” Campaign Workers hired by JobShop were initially paid \$16 an hour, San Francisco’s minimum wage, but were eventually provided the same \$25 an hour pay that workers hired directly by Long Ying were paid.

L. Throughout The Campaign, Juul, Through Its Representative Nathaniel Sillin, Maintained Control Over Campaign Workers’ Wages, Hours, And Working Conditions.

124. As the Campaign progressed, the cast of contractors supporting the Campaign changed. For example, at some point in July 2019, Tom Hsieh joined as a Campaign consultant. Mr. Hsieh worked with Mr. Ho, Long Ying, Whitehurst Mosher, and Mr. Sillin on coordinating the field campaign.

125. Even as the composition of the Campaign’s staff evolved, one fact did not change: Juul continued to have ultimate decision-making authority over Campaign decisions large and small. And Juul’s representative, Mr. Sillin was integrally involved in the day-to-day operations of the Campaign, including the hiring, scheduling, payment, and oversight of Campaign Workers.

126. Mr. Sillin had control over Campaign Workers’ working conditions. For instance, on September 17, 2019, Mr. Sillin sent Mr. Hsieh, Mr. Whitehurst, and Mr. Mosher an email with the subject line: “Field script not being implemented as said it was.” In that email, Mr. Sillin expressed concern that Campaign Workers were not using the right script while phone banking and attached a screenshot of software indicating that he could monitor what scripts each Campaign Worker was using while phone banking. Juul’s Mr. Sillin and Ms. Benning had other discussions with Whitehurst Mosher, Long Ying, and Ms. Saini about the scripts used by Campaign Workers while phone banking and canvassing.

1 127. Mr. Sillin had control over the scripts Campaign Workers used on the job. On
 2 September 19, 2019, Mr. Sillin wrote Mr. Ho an email with the subject line “Canvassing Script.”
 3 That email stated: “In my ideal world, the attached is what we’ll use, but if you suggest edits or
 4 think some aspect of this is unworkable, certainly open to suggestions.”

5 128. Mr. Sillin had control over how many Campaign Workers were hired. On
 6 September 22, 2019, Mr. Sillin wrote Mr. Ho, Mr. Hsieh, Mr. Whitehurst, and Mr. Mosher: “How
 7 many field staff do we have in total at present?” After being told by Mr. Ho that there was a total
 8 of 458 staff, Mr. Sillin wrote: “Sounds like any decent talent is already hired, so let’s focus on what
 9 we have.” In another email on September 21, 2019, Mr. Sillin wrote Mr. Ho, “Please don’t hire
 10 any more people, we do not have an approved budget beyond what you had already input and we
 11 need to increase the IDs per hour per canvasser.” Earlier in the same conversation, Mr. Sillin wrote
 12 Mr. Ho: “The idea of trying to hire up to 500 – 700+ isn’t going to work, diminishing returns on
 13 the capability of the staff, and time being spent recruiting. / We need to reset and focus on
 14 maximum efficacy from the field staff that *we’ve hired* to date.” (Emphasis added.)

15 129. Mr. Sillin and Whitehurst Mosher had control over Campaign Workers’
 16 compensation. For instance, on September 21, 2019, Mr. Hsieh wrote an email to Mr. Mosher, Mr.
 17 Whitehurst, Mr. Ho, and Mr. Sillin about a “Field Incentive Plan.” That plan stated that canvassers
 18 were paid \$30 an hour and proposed providing a \$10 an hour bonus for canvassers based on certain
 19 performance metrics. Mr. Sillin, upon reading Mr. Hsieh’s email, asked Mr. Ho to “weigh in on
 20 the below.” Mr. Ho advised Mr. Sillin to “first ask our legal team if there are any legal risks,” and
 21 warned that “[n]o one has ever offered an incentive like this on any campaign, period.” Mr. Sillin
 22 then asked Mr. Ho: “How many field staff do we have in total at present?” In the same email, he
 23 told the group that they should first “focus on maximum efficacy from the field staff we’ve hired to
 24 date,” and afterward “[t]ackle the incentive program.” In an earlier email with the subject line:
 25 “comp for canvassers,” Mr. Hsieh wrote Mr. Ho and Mr. Whitehurst about the possibility of
 26 providing canvassers and phone bankers with performance-based incentives. After explaining the
 27 proposal, Mr. Hsieh wrote: “I want to get this wrapped and to Nat tomorrow. Thanks.” Mr. Ho
 28

1 forwarded the email to an internal Long Ying email account and wrote: “Feedback? We are doing
2 this one way or another based on edict from our client.”

3 130. Mr. Sillin had control over the supervision of Campaign Workers and allocation of
4 staff on the Campaign. In an email on September 23, 2019, Mr. Sillin wrote to Mr. Whitehurst,
5 Mr. Ho, and Ms. Trujillo, “Based on the people currently on payroll working for Georgine, let’s
6 immediately shift them all to support David’s canvassing / doors operation. We need competent
7 managers given the size of the canvassing team – and this is of huge value. She chatted w/ Dave
8 and wanted to run by you first. Really need Georgine and team’s expertise on canvassing.” Mr.
9 Whitehurst responded: “Completely agree. Georgine’s people are (sic) strongl and can add some
10 strong maturity, support, and leadership to field operations.”

11 131. Mr. Sillin had control over the Campaign Workers’ hours. In another email on
12 September 23, 2019, Mr. Sillin wrote to Mr. Ho: “Dave, / Here’s what we’re implementing: / . . .
13 Field shifts should be 4 to 8 pm on weekdays, 10 a.m. to 8 p.m. on Sat, noon to 8 pm. on Sunday –
14 each canvasser should be getting 4.5 FAVORABLES an hour. . . .”

15 132. Mr. Sillin had control over whether to discharge Campaign Workers. In the same
16 email on September 23, 2019, Mr. Sillin wrote Mr. Ho: “No more lit drop – all lit drop people shift
17 to canvassing. If they cannot canvass, assess for text banking, or let go.”

18 133. Mr. Sillin reported to Juul’s CEO, and sought CEO approval on the Campaign’s
19 strategy and finances. On September 23, 2019, Mr. Ho texted Mr. Li, “Where are you? / Nat needs
20 both budget and field plan tonight / He is seeing his ceo tomorrow morning / Ramneek and I are in
21 your office.”

22 134. Mr. Ho and other Campaign staff understood that the Coalition was merely a shell
23 for Juul. For example, before Mr. Ho was directed by Mr. Sillin to transfer “the people currently
24 on payroll working for Georgine [Trujillo]” onto the Campaign operations, Ms. Salas wrote to Mr.
25 Ho that Ms. Trujillo wanted one of her subordinates, Mr. Collum, to “come to the mission office as
26 a ft organizer.” Ms. Salas wrote: “he would still remain on his contract w Juul.” Mr. Collum,
27 according to the Committee’s campaign finance disclosures, was paid directly by the Committee.
28 //

M. Most Campaign Workers Were Discharged In Late September Or Early October After Juul Decided To Suspend The Campaign.

135. On information and belief, some Campaign Workers were discharged on or around September 24, 2019, when the Campaign stopped operating phone banks in English. It continued to operate phone banks in other languages, including Spanish, Tagalog, Vietnamese, Cantonese, and Mandarin.

136. On September 30, 2019, Juul announced that it was no longer actively supporting the Campaign via a public press release. Hours later, the Coalition issued a statement stating that it was discontinuing the Campaign in light of Juul's decision to stop actively supporting the Campaign.

137. In fact, Juul did not just stop funding the Campaign. It instructed Campaign staff and people associated with the Campaign to "cease all campaign activity, effective immediately." The decision to end the Campaign was made by K.C. Crosthwaite, Juul's Chief Executive Officer. Juul directed Long Ying and the Coalition to send termination notices to Campaign Workers before October 1, 2019.

138. Mr. Sillin terminated Mr. Allbee from his employment with the Coalition on September 30, 2019. Mr. Sillin emphasized that he was acting "[o]n behalf of the Coalition for Reasonable Vaping Regulation." The email stated: "you should consider this message to be a written termination of your agreement with the Coalition effective immediately."

139. Late on the night of September 30, 2019, an email was sent out to Campaign Workers by the "Yes on C Campaign" from the regulatevape@gmail.com address. The message stated:

We regret to inform you that this evening we received notices that the client has decided to suspend the campaign effective immediately. We understand this is an abrupt suspension but this comes as a surprise to us all. We wish we could have given you more notice.

You have all worked incredibly hard and we really appreciate your efforts. All of your efforts made this campaign a major success.

All workers will be paid in full through Monday, September 30th. You will be able to pick up your checks on Thursday, October 3rd between 12 pm to 5 pm and on Friday, October 4th between 12 pm and 5 pm. After that we will mail everyone their check. HR and accounting will be available afterwards to make

1 sure everyone receives all their pay and their reimbursements.

2 Finally, we would like to thank everyone again for all of their hard work these
3 past few months. It has been a pleasure to work with everyone and we wish you
4 all the best of luck in your future endeavors!

5 Also important, if you have reimbursement receipts please bring them in
6 tomorrow between 9am - 5pm to the Taylor Street location.

7 If you have any questions you can come to 25 Taylor St office on Tuesday,
8 Thursday or Friday, during regular business hours (9am-5pm).

9 All the best,

10 Yes on C Campaign.

11 140. Plaintiff Luz Perez Bautista and others who had performed administrative and
12 clerical tasks were instructed by Long Ying and Coalition staff to come to work on October 1,
13 2019. Plaintiff Luz Perez Bautista and the others packed up equipment at the 25 Taylor Street
14 office. Others performing administrative and clerical tasks went to the Campaign's offices at 1001
15 Clement and in the Mission District. At around 3 p.m., one of the Campaign managers told
16 Plaintiff Luz Perez Bautista and the others at the 25 Taylor Street office that there was no more
17 work required, that they were being discharged, and that they could pick up their checks on
18 October 3 or October 4 like the other Campaign Workers.

19 141. In December 2019, the Coalition issued Plaintiff Luz Perez Bautista an additional
20 check for \$250 directly from the Coalition. This check was dated October 18, 2019. Plaintiff
21 Salvadora Correa also received an additional check for \$100 directly from the Coalition in October
22 2019. The checks were not accompanied by any statement as to hours worked. According to the
23 Coalition's public filings, the Coalition also sent payments of \$100 each to Plaintiff Maria
24 Bautista-Perez and 408 other people, and \$250 to 38 people on October 18, 2019. The Coalition
25 characterized these payments as "Campaign Workers' Salaries" in public filings.

26 VI. CLASS ACTION ALLEGATIONS

27 142. Plaintiffs bring claims for violations of California's Labor Code and IWC Wage
28 Order No. 4, and San Francisco's Administrative Code on behalf of themselves and a Rule 23 class
pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure. Plaintiffs seek to certify a Rule
23 class (the "Class" or "Campaign Workers") comprised of:

all individuals who were hired directly by Long Ying International, Inc. to perform phone banking, canvassing and/or administrative tasks for the Yes on C Campaign and did perform such work at any time during the period between July 2019 and October 2019.

143. Plaintiffs seek to certify a subclass (the “Work Related Travel Subclass” or “Subclass”) comprised of:

all Campaign Workers who were scheduled to work multiple four-hour blocks during a single day, and, to perform these blocks, were required to travel between work at or out of multiple offices for the Yes on C Campaign.

144. Numerosity: The members of the Rule 23 Class are sufficiently numerous that joinder of all members is impracticable. On information and belief, there are approximately 450 members of the Class.

145. Commonality: There are questions of law and fact common to the Class and Subclasses that are answerable on a common basis, and these questions predominate over individual questions. The questions of law and fact common to the Class and Subclasses include, without limitation:

- Whether the Class Members were employees or independent contractors for purposes of the IWC Wage Order No. 4;
- Whether the Class Members were employees or independent contractors for purposes of the California Labor Code;
- Whether Class Members were paid all overtime wages due under California law;
- Whether Class Members were paid minimum wage for all hours worked under California law;
- Whether Class Members were paid minimum wage for all hours worked under the San Francisco minimum wage ordinance;
- Whether the pay statements provided to Direct Hire Subclass Members complied with California law;
- Whether Class Members were paid at the time of separation as required under

California law;

- Whether Work Related Travel Subclass Members had to travel between offices during the course of a single workday, and whether such travel time is compensable time under California law;
- Whether Work Related Travel Subclass Members were compensated for costs incurred to travel between offices during the course of a single workday and whether such costs are compensable time under California law; and
- Whether Defendants were employers of Class Members under California law and the San Francisco Minimum Wage Ordinance.

146. Typicality: Plaintiffs' claims are typical of the claims of the Class and the Subclasses they seek to represent. As set forth herein, Defendants' common course of conduct caused Plaintiffs the same or similar injuries and damages as other Class Members and Subclass Members employed by Defendants. Plaintiffs' claims are thereby representative of and co-extensive with the claims of the Class and Subclasses.

147. Adequacy: Plaintiffs will fairly and adequately represent the interests of all members of the Class and Subclasses they seek to represent. Plaintiffs are members of the Class and Subclasses they seek to represent, do not have any conflicts of interests with the putative Class and Subclasses Members, will prosecute the case vigorously on behalf of the Class and Subclasses, and have devoted time and resources to the initial investigation of these claims. Plaintiffs' counsel are competent and experienced in litigating employment actions, including wage and hour class actions.

148. Superiority of Class Action: A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Because the damages suffered by certain individual members of the Class may be relatively small, the expense and burden of individual litigation makes it impracticable for Class Members to pursue their claims separately. Class action treatment will allow those members of the Class and Subclasses to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Class action

1 treatment will also avoid inconsistent outcomes because the same issues can be adjudicated in the
2 same manner for all members of the Class.

3 **VII. COLLECTIVE ACTION ALLEGATIONS**

4 149. Plaintiff Maria Bautista-Perez brings claims under the FLSA as a collective action
5 under 29 U.S.C. § 216(b). Members of the Collective Action include:

6 All individuals who were hired by Long Ying International, Inc. who traveled between
7 Yes on C Campaign offices to work multiple phone banking and/or canvassing shifts
8 during the same day and worked more than forty (40) hours in any single week between
9 July 2019 and October 2019.

10 150. Plaintiff and the Collective Action Members are similarly situated, in that they have
11 performed substantially similar duties for Defendants, and were subject to Defendants' common
12 practice of not paying Campaign Workers who traveled between Campaign offices for all hours
13 worked and not paying them overtime wages for hours worked over forty hours a week.

14 151. The violations of the FLSA may be brought and maintained as an "opt-in" collective
15 action, under 29 U.S.C. § 216(b), because Plaintiff's claims are similar to the claims of other
16 Collective Action Members.

17 152. The names and addresses of the Collective Action Members that are eligible to opt-
18 in are available from Defendants. Accordingly, Plaintiff prays herein for an order requiring
19 Defendants to provide the names and all available contact information for all Collective Action
20 Members, so notice can be provided to them of the pendency of this action, and their right to opt in
21 to this collective action.

22 **VIII. CLAIMS**

23 **FIRST CLAIM**

24 **FAILURE TO PAY FULL WAGES OWED PROMPTLY AT SEPARATION** 25 **CAL. LAB. CODE §§ 201, 203** **(ON BEHALF OF PLAINTIFFS AND CLASS)**

26 153. The allegations in all of the preceding paragraphs are realleged and incorporated
27 herein by reference.
28

154. Cal. Lab. Code § 201 requires an employer who discharges an employee to pay all compensation due and owing to that employee immediately upon discharge. Cal. Lab. Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by § 201, then the employer is liable for waiting time penalties in the form of continued compensation of up to thirty work days.

155. Defendants willfully failed to issue final paychecks until several days after Defendants abruptly terminated Plaintiffs and other Class Members.

156. Defendants have also never paid to Plaintiffs and the Work Related Travel Subclass all wages accrued at time of termination, including unpaid minimum wage, overtime compensation, and meal period premiums.

157. As a result, Plaintiffs and the Class are entitled to recovery of penalties under § 203, interest thereon, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

SECOND CLAIM
FAILURE TO FURNISH ACCURATE WAGE STATEMENTS
CAL. LAB. CODE § 226
(ON BEHALF OF PLAINTIFFS AND CLASS)

158. The allegations in all of the preceding paragraphs are realleged and incorporated herein by reference.

159. Cal. Lab. Code § 226(a) require employers semi-monthly or at the time of each payment of wages to furnish each employee with a statement itemizing, among other things, the total hours worked by the employee. Cal. Lab. Code § 226(e) provides that if an employer knowingly and intentionally fails to provide a statement itemizing, among other things, the total hours worked by the employee, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which the violation occurred and one hundred dollars (\$100) for each subsequent pay period, up to four thousand dollars (\$4,000).

160. Defendants knowingly and intentionally failed to furnish Plaintiffs and other Direct Hire Subclass Members with timely, itemized statements showing the total hours worked and the name and address of the legal entity that paid Plaintiffs.

161. Plaintiffs, on behalf of themselves and other Class Members, request penalties under § 226(e), as well as attorneys' fees and costs and such other legal and equitable relief as the Court deems just and proper.

THIRD CLAIM

FAILURE TO PAY CALIFORNIA MINIMUM WAGE CAL. LAB. CODE §§ 1182.11, 1182.12, 1194, 1194.2 & 1197, CAL. IWC WAGE ORDER NO. 4 § 4, & MINIMUM WAGE ORDER (ON BEHALF OF PLAINTIFFS AND SUBCLASS)

162. The allegations in all of the preceding paragraphs are realleged and incorporated herein by reference.

163. Cal. Lab. Code §§ 1182.11, 1182.12, 1194, and 1197, Cal. IWC Wage Order No. 4, § 4, and the Cal. Minimum Wage Order, all require that employees receive the minimum wage for all hours worked.

164. Cal. Lab. Code § 1194 entitles an employee receiving less than the minimum wage to recover in a civil action the unpaid balance of the full amount of this minimum wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

165. Cal. Lab. Code § 1194.2 entitles an employee receiving less than the legal minimum wage to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

166. Cal. Lab. Code § 1197.1 subjects an employer or other person who caused an employee to be paid a wage less than the minimum wage to: (1) a civil penalty equal to one hundred dollars (\$100) for each underpaid employee for each pay period in which the employee is underpaid for an initial violation that is intentionally committed; (2) a civil penalty equal to two hundred fifty dollars (\$250) for a subsequent violation for the same specific offense for each underpaid employee for each pay period regardless of whether the initial violation is intentionally committed; (3) restitution of wages; and (4) liquidated damages, all payable to the employee.

167. Plaintiffs, on behalf of themselves and other Subclass Members, were required to travel to multiple Campaign offices during the course of a workday but were not paid for this work-related travel time. This travel time typically occurred between signing out at the end of their first shift and reporting to their second shift of the workday. The failure to pay for such travel time

1 violated Plaintiffs and other Subclass Members right to receive the minimum wage for all hours
2 worked.

3 168. As a result of Defendants' unlawful acts, Plaintiffs and other Subclass Members
4 have been deprived of wages owed them in an amount to be determined at trial, and, under Cal.
5 Lab. Code § 1194.1, are entitled to recover of such amount, plus interest thereon, liquidated
6 damages, attorneys' fees and costs. and such other legal and equitable relief as the Court deems just
7 and proper.

8 **FOURTH CLAIM**
9 **FAILURE TO PAY SAN FRANCISCO MINIMUM WAGE,**
10 **S.F. ADMIN. CODE § 12R.4**
(ON BEHALF OF PLAINTIFFS AND SUBCLASS)

11 169. The allegations in all of the preceding paragraphs are realleged and incorporated
12 herein by reference.

13 170. San Francisco Administrative Code § 12R.4 requires that employees receive the
14 local minimum wage for all hours worked.

15 171. During all relevant periods after, the San Francisco Administrative Code defines
16 "employee" as any person entitled to payment under the California minimum wage law who works
17 at least two (2) hours per week within the geographic boundaries of the city, and an "employer" as
18 any person as defined in Section 18 of the California Labor Code, including corporate officers or
19 executives, who directly or indirectly or through an agent or any other person, including through
20 the services of a temporary services or staffing agency or similar entity, employs or exercises
21 control over the wages, hours or working conditions of any employee. *See* S.F. Admin. Code §
22 12R.3.

23 172. The San Francisco Administrative Code further entitles an employee receiving less
24 than the local minimum wage to recover in a civil action the payment of any back wages
25 unlawfully withheld, the payment of an additional sum as liquidated damages in the amount of fifty
26 dollars (\$50.00) to each employee for each day that the violation occurred, reasonable attorneys'
27 fees, and costs. *See* S.F. Admin. Code § 12R.7.

173. Plaintiffs, on behalf of themselves and other Subclass Members, were required to travel to multiple Campaign offices during the course of a workday but were not paid for this work-related travel time. This travel time typically occurred between signing out at the end of their first shift and reporting to their second shift of the workday. The failure to pay for such travel time violated Plaintiffs and other Subclass Members right to receive a minimum wage for all hours worked.

174. As a result of Defendants' unlawful acts, Plaintiffs and other Subclass Members have been deprived of wages owed them in an amount to be determined at trial, and, are entitled under San Francisco Administrative Code § 12R.7(d)–(e) to recover of such amount, plus interest thereon, \$50 penalties for each day worked, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

FIFTH CLAIM

FAILURE TO PAY OVERTIME WAGES

CAL. LAB. CODE §§ 510, 1194 & IWC WAGE ORDER NO. 4, § 3

(ON BEHALF OF PLAINTIFFS AND WORK RELATED TRAVEL SUBCLASS)

175. The allegations in all of the preceding paragraphs are realleged and incorporated herein by reference.

176. Plaintiffs, on behalf of themselves and other Subclass Members, were required to travel to multiple Campaign offices during the course of a workday but were not paid for this work-related travel time. This travel time occurred between signing out at the end of their first shift and reporting to their second shift of the workday. This uncompensated work-related travel caused Plaintiffs and other Subclass Members to work over eight hours in a day and over forty hours in a week, but Defendants did not pay them – much less overtime premium compensation – for such overtime hours.

177. By failing to pay overtime compensation to Plaintiffs, as alleged above, Defendants violated Cal. Lab. Code § 510 and IWC Wage Order No. 4, § 3.

178. Defendant Ho violated or caused to be violated the provisions of I.W.C. Wage Order No. 4 governing wages or hours and days or work.

179. As a result of Defendants' unlawful acts, Plaintiffs, on behalf of themselves and other Subclass Members, have been deprived of overtime compensation in an amount to be determined at trial, and, under Cal. Lab. Code § 1194 are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

SIXTH CLAIM

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES CAL. LAB. CODE § 2802 (ON BEHALF OF PLAINTIFFS AND SUBCLASS)

180. The allegations in all of the preceding paragraphs are realleged and incorporated herein by reference.

181. Cal. Lab. Code § 2802 requires employers to indemnify each employee "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

182. Defendants failed to indemnify and reimburse Plaintiffs and other Multi-Office Subclass Members for necessary expenditures they incurred as a direct result of the duties they performed for the Defendants' benefit, including by not fully indemnifying employees for the expenses required to travel between the Defendants' offices during the course of their workday.

183. As a result, Plaintiffs, on behalf of themselves and other Subclass Members, seek unreimbursed expenses in an amount to be determined at trial, plus interest, costs incurred, attorneys' fees, and such other legal and equitable relief as the Court deems just and proper.

SEVENTH CLAIM

FAILURE TO PROVIDE MEAL PERIODS CAL. LABOR CODE §§ 226.7, 512 & IWC WAGE ORDER NO. 4, § 11 (ON BEHALF OF PLAINTIFFS AND SUBCLASS)

184. The allegations in all of the preceding paragraphs are realleged and incorporated herein by reference.

185. Cal. Labor Code §§ 226.7, 512 and IWC Wage Order No. 4, § 11 require employers to provide employees who work five or more hours a day an uninterrupted half-hour meal period in which they are relieved of all duties.

186. Defendants did not provide Plaintiffs and other Subclass Members who were required to travel to multiple Campaign offices during the course of a workday an uninterrupted half-hour meal period in which they were relieved of all duties.

187. As a result, Plaintiffs, on behalf of themselves and other Subclass Members, seek premium pay for missed meal periods, interest, and such other legal and equitable relief as the Court deems just and proper.

EIGHTH CLAIM
VIOLATIONS OF UNFAIR COMPETITION LAW
CAL. BUS. & PROF. CODE §§ 17200 *ET SEQ.*
(ON BEHALF OF PLAINTIFFS, CLASS AND SUBCLASS)

188. The allegations in all of the preceding paragraphs are realleged and incorporated herein by reference.

189. Cal. Bus. & Prof. Code § 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

190. Cal. Bus. & Prof. Code § 17204 allows “any person acting for the interests of itself, its members or the general public” to prosecute a civil action for violation of the UCL.

191. Defendants improperly, fraudulently, and unlawfully classified their Campaign Workers as “independent contractors” and have thereby committed unlawful, unfair, and/or fraudulent business acts and practices as defined by Cal. Bus. & Prof. Code § 17200. Further, Defendants also engaged in the following, as to the Subclass (a) failing to pay regular and overtime compensation to Campaign Workers, as required by federal and California law; (b) failing to indemnify to Campaign Workers for employment-related business expenses and losses; and (c) failing to provide meal periods to Campaign Workers.

192. These violations of these laws serve as unlawful, unfair, and/or fraudulent predicate acts and practices for purposes of Cal. Bus. and Prof. Code § 17200.

193. As a direct and proximate result of Defendants’ unlawful, unfair, and/or fraudulent acts and practices described herein, Defendants have received and continue to hold ill-gotten gains belonging to Plaintiffs. As a direct and proximate result of Defendants’ unlawful business practices, Plaintiffs have suffered economic injuries including, but not limited to, funds spent on

1 expenses for the Defendants' benefit, unpaid compensation for missed meal periods, and unpaid
 2 overtime and regular wages. Defendants have profited from their unlawful, unfair, and/or
 3 fraudulent acts and practices.

4 194. Pursuant to Cal. Bus. & Prof. Code §17203, Plaintiffs are entitled to restitution of
 5 money acquired by Defendants by means of their unfair business practices, in amounts not yet
 6 ascertained but to be ascertained at trial.

7 195. Plaintiffs have assumed the responsibility of enforcement of the laws and lawful
 8 claims specified herein. There is a financial burden incurred in pursuing this action which is in the
 9 public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to Cal. Code of Civ.
 10 Proc. § 1021.5.

11 196. Plaintiffs request relief as described below.

12 **NINTH CLAIM**
 13 **FAILURE TO PAY OVERTIME WAGES**
 14 **FLSA, 29 U.S.C. §§ 201 *ET SEQ.***
 15 **(ON BEHALF OF PLAINTIFF MARIA BAUTISTA-PEREZ AND FLSA COLLECTIVE**
 16 **ACTION MEMBERS)**

17 197. The allegations in all of the preceding paragraphs are realleged and incorporated
 18 herein by reference.

19 198. The FLSA, 29 U.S.C. § 207, provides employees with the right to receive
 20 compensation at "one and one-half times the regular rate at which [they are] employed" for hours
 21 worked in excess of forty hours a week.

22 199. Plaintiff and other Collective Action Members were required to travel to multiple
 23 Campaign offices during the course of a workday but were not paid for this work-related travel
 24 time. This travel time typically occurred between signing out at the end of their first shift and
 25 reporting to their second shift of the workday. This uncompensated work-related travel caused
 26 Plaintiffs and other Collective Action Members to work over forty hours in a week, but Defendants
 27 did not pay them overtime premium compensation for such overtime hours.
 28

200. By failing to pay overtime premium pay for hours worked by Plaintiffs and Collective Action Members in excess of forty hours in a week, Defendants have violated the FLSA, 29 U.S.C. §§ 201, *et. seq.*, including 29 U.S.C. §§ 207(a)(1), 215(a).

201. As a result of Defendants' unlawful acts, Plaintiffs and Collective Action Members have been deprived of wages owed to them in an amount to be determined at trial, and are entitled to recover of such amount, and liquidated damages, as provided by the FLSA, 29 U.S.C. § 216(b), plus interest thereon, attorneys' fees and costs and such other legal and equitable relief as the Court deems just and proper.

TENTH CLAIM
LIABILITY FOR CIVIL PENALTIES UNDER PAGA
CAL. LAB. CODE §§ 2698 ET SEQ.
(ON BEHALF OF PLAINTIFFS AND STATE OF CALIFORNIA)

202. The allegations in all of the preceding paragraphs are realleged and incorporated herein by reference.

203. Cal. Lab. Code § 2699 gives any aggrieved employee the right to file an action for civil penalties on behalf of himself or herself and other current or former employees, for the employer's violations of the Labor Code.

204. It is in the public interest that civil penalties for violations for the Labor Code be assessed and collected by aggrieved employees acting as private attorneys general.

205. Defendants willfully misclassified Plaintiffs and similarly situated Campaign Workers as "independent contractors" in violation of Cal. Lab. Code § 226.8.

206. Because Defendants regarded Plaintiffs and similarly situated Campaign Workers as independent contractors, Defendants ignored their legal obligations as employers and thereby violated numerous provisions of the Cal. Lab. Code as follows:

a. failure to pay all wage due immediately upon termination, or within 72 hours of quitting, to Plaintiffs and similarly situated Campaign Workers constitutes a violation of Cal. Lab. Code § 201;

b. failure to provide Plaintiffs and similarly situated Campaign Workers with

1 accurate wage statements, in violation of Cal. Lab. Code § 226;

2 c. failure to provide accrued sick time and failure to provide pay stubs
3 documenting accrued paid sick time in violation of Cal. Lab. Code §§ 246, 247.5, 248.5;

4 d. failure to pay Plaintiffs and similarly situated Campaign Workers minimum
5 wage constitutes a violation of Labor Code §§ 1182.11, 1182.12, 1194, and 1197;

6 e. failure to pay Plaintiffs and similarly situated Campaign Workers overtime
7 wages due in violation of Labor Code §§ 510, 1194;

8 f. failure to reimburse Plaintiffs and similarly situated Campaign Workers for
9 work-related travel expenses, in violation of Labor Code § 2802; and

10 g. failure to provide meal periods, and pay for missed meal periods in violation
11 of Labor Code §§ 226.7, 512.

12 207. On March 4, 2020, Plaintiffs issued written notice of Plaintiffs' intent to seek
13 PAGA penalties pursuant to the aforementioned Labor Code violations, to the Labor and
14 Workforce Development Agency ("LWDA") electronically and to Defendants by certified mail.
15 The LWDA did not issue notice of its intention to pursue civil penalties. Cal. Lab. Code §
16 2699.3(a)(2) authorizes Plaintiffs, as a matter of right, to amend the existing complaint to add a
17 claim arising under PAGA within sixty days of the specified time periods. Accordingly, Plaintiffs
18 commence this PAGA claim for civil remedies as provided for under Cal. Lab. Code § 2699.

19 208. Plaintiffs request relief as described below.

20 IX. PRAYER FOR RELIEF

21 WHEREFORE, Plaintiffs request relief as follows:

22 A. An award to Plaintiffs, on behalf of themselves and other members of the
23 Class, of waiting time penalties and interest thereon, subject to proof at trial;

24 B. An award to Plaintiffs, on behalf of themselves and other members of the
25 Class, of statutory penalties because of Defendants' failure to provide Plaintiffs with
26 itemized wage statements that comply with the requirements of Cal. Lab. Code §
27 226, subject to proof at trial;
28

C. An award to Plaintiffs, on behalf of themselves and other members of the Subclass, of damages in the amount of unpaid wages, liquidated damages, necessarily incurred business expenses, premium wages for failure to provide required meal periods, penalties, and interest thereon, subject to proof at trial;

D. An order requiring Defendants to pay restitution of all amounts owed to Plaintiffs, on behalf of themselves and other members of the Class and Subclass, for Defendants' misclassification of the Class and failure to pay the Subclass accrued wages, failure to reimburse the Subclass for necessarily incurred business expenses, and failure to provide the Subclass required meal periods, as well as interest thereon, in an amount according to proof, pursuant to Cal. Bus. & Prof. Code § 17203;

E. An award to Plaintiffs and other members of the Collective Action, of damages in the amount of unpaid overtime wages, liquidated damages, and interest thereon, subject to proof at trial;

F. An award of civil penalties under the PAGA for the violations of the Calif. Labor Code alleged above and incurred by Plaintiffs and other former Campaign Workers;

G. An award to Plaintiffs of reasonable attorneys' fees and costs, pursuant to Cal. Code of Civ. Proc. § 1021.5, Cal. Lab. Code §§ 218.5, 226, 1194, 2699 and 2802, 29 U.S.C. § 216, and/or any other applicable law; and

H. An award to Plaintiffs of such other and further relief as this Court deems just and proper.

DATED: January 14, 2021

LEONARD CARDER, LLP

By: /s/ Aaron D. Kaufmann

AARON D. KAUFMANN

1 DATED: January 14, 2021

LEGAL AID AT WORK

2 By: /s/ George A. Warner
3 GEORGE A. WARNER

4 *Attorneys for Plaintiffs*

5 **SIGNATURE ATTESTATION Local Rule 5-1(i)(3)**

6 I, Aaron Kaufmann, attest that the other signatory to this document concurs in the filing of
7 this document.

8 /s/ Aaron D. Kaufmann
Aaron D. Kaufmann

EXHIBIT A

Exhibit A - Table of People Associated with Defendants and Third-Party Entities

Name	Primary Entity or Entities	Title or Role
Jon Berrier	JUUL Labs, Inc. (“Juul”) and the Coalition for Reasonable Vaping Regulation (the “Coalition”)	President of the Coalition, Senior Director of Public Affairs at Juul
Annica Benning	Juul	Corporate Responsibility Manager at Juul
Jennifer Hochstatter	Juul	Initiative Proponent
Parker Kasmer	Juul	Head of Legal for Regulatory and Government Affairs
Theodore (Ted) Kwong	Juul	Director of Communications
Josh Raffel	Juul	Vice President of Corporate Communications
Scott Richburg	Juul	Vice President of Litigation
Nathaniel Sillin	Juul	Executive Director of Corporate Responsibility and Trust
Ashley Gould	Juul	Chief Administrative Officer
Courtney Snowden	Juul	Senior Director of Policy and Political Engagement
Mark Mosher	Barnes, Mosher, Whitehurst, Lauter & Partners, Inc. (“Whitehurst Mosher”)	Principal of General Consultant for the Coalition
John Whitehurst	Whitehurst Mosher	Principal of General Consultant for the Coalition
Daniel Baldocchi	Whitehurst Mosher	Staff of General Consultant for the Coalition
Angeles Roy	Whitehurst Mosher	Staff of General Consultant for the Coalition
Jill Nelson Golub	Whitehurst Mosher	Staff of General Consultant for the Coalition
Lisa Hanson	Whitehurst Mosher	Staff of General Consultant for the Coalition
Malia Aiavao	Whitehurst Mosher	Staff of General Consultant for the Coalition
David Ho	Long Ying International, Inc. (“Long Ying”)	CEO of Long Ying
Chak Hang (Dixon) Li	Long Ying	Lead API Organizer for the Coalition
Mark Yang	Long Ying	Asst. API Organizer for the Coalition
Amy Kam	Long Ying	Administrator

Exhibit A - Table of People Associated with Defendants and Third-Party Entities

Juanita Salas	Long Ying	Lead Latino Organizer for the Coalition
Holly Wong	Long Ying	Administrator
Nan (Nancy) Cheng	Long Ying	Office Manager for the Coalition
Ramneek Saini	S2 Partners, LLC	Grassroots / Field Manager for the Coalition
Greg Bednarz	Long Ying, S2 Partners	Data Manager for the Coalition
Georgine Trujillo	Trujillo Communications, GV Strategies	Political Director for the Coalition
Felipe Garcia	GV Strategies	Administrator
Brady Penn	The Coalition, DCI AZ, Inc. ("DCI")	Outreach Organizer for the Coalition
Walter Koch	Long Ying	Administrator
MacKenzie Ewing	The Coalition, DCI	Outreach Organizer for the Coalition
Patrick Collum	The Coalition	Administrator
Scott Carlson	The Coalition, DCI	Outreach Organizer for the Coalition
Nathan Allbee	The Coalition	Communications Director for the Coalition
Tom Hsieh	Hsieh and Associates	Administrator with Coalition
Chris Gruwell	New Deal Advisers	Lobbyist for Juul
Laura Hilgart	New Deal Advisers	Lobbyist for Juul
Ben Schwartz	Global Asset Capital	Representative of Juul Shareholder
Daniel M. Kolkey	Gibson Dunn & Crutcher LLP	Attorney for Juul
Peter Squeri	Gibson Dunn & Crutcher LLP	Attorney for Juul
James Sutton	Sutton Law Firm	Attorney for the Coalition, Ms. Hochstatter as Initiative Proponent
Nicholas Sanders	Sutton Law Firm	Attorney for the Coalition, Ms. Hochstatter as Initiative Proponent
Christopher Skinnell	Nielsen Merksamer Parrinello Gross & Leoni LLP	Attorney for the Coalition, Ms. Hochstatter as Initiative Proponent
Steven A. Merksamer	Nielsen Merksamer Parrinello Gross & Leoni LLP	Attorney for the Coalition, Ms. Hochstatter as Initiative Proponent

Exhibit A - Table of People Associated with Defendants and Third-Party Entities

Marissa Adler	Rimylan Enterprises, LLC dba Applecart (“Applecart”)	Consultant for Juul
Leo Wolansky	Applecart	Consultant for Juul
Joe Shafer	Applecart	Consultant for Juul
Mariah Roche-McConnell	Applecart	Consultant for Juul
Matthew Kalmans	Applecart	Consultant for Juul
Bob Ward	Fabrizio Ward, Mercury Public Affairs	Polling Specialist for Juul and the Coalition
Jennifer Wlach	Mercury Public Affairs	Public Relations Consultant for the Coalition