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By Steven Drew, Deputy

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TIEN PHAM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

TIEN PHAM, as an aggrieved employee)
pursuant to the Private Attorneys General Act)
("PAGA"), on behalf of the State of California)
and other aggrieved employees,)

Plaintiffs,

vs.

SEVEN POINTS MANAGEMENT, a)
California corporation; WALNUT LLC, a)
California corporation, 3030 WALNUT LLC,)
a California corporation; 3008 WALNUT)
LLC, a California corporation; CAMERON)
DAMWIJK, an individual, and DOES 1-20,)

Defendants.)

Case No.:

20STCV31808

COMPLAINT FOR:

(1) CLAIM FOR CIVIL PENALTIES
FOR VIOLATIONS OF CALIFORNIA
LABOR CODE, PURSUANT TO PAGA,
§§ 2698, *ET SEQ.*

By Fax

Plaintiff TIEN PHAM ("Plaintiff"), as an aggrieved employee and on behalf of all other
similarly aggrieved employees, alleges as follows:

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1 2810.5; and Wage Order No. 4, which sets employment standards for cannabis cultivation
2 employers pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act
3 (“MAUCRSA”).

4 5. Defendants, on information and belief, are manufacturers and distributors of
5 cannabis (or “marijuana”) doing business in and around the county of Los Angeles.

6 6. Plaintiff is informed and believes, and therefore alleges, that at all times
7 mentioned herein, Defendants were licensed to do business in California and the County of Los
8 Angeles, and were the employers of Plaintiff. From May 2019 until about July 18, 2019,
9 Plaintiff worked as a second lead supervisor for Defendants building their marijuana production
10 infrastructure.

11 7. Plaintiff does not know the true names, capacities, relationships and/or extent of
12 participation of Defendants DOES 1 through 20, inclusive, in the conduct alleged in this
13 Complaint. For that reason, Defendants DOES 1 thorough 20, inclusive, are sued under such
14 fictitious names. Plaintiff prays for leave to amend this Complaint when their true names and
15 capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each
16 fictitiously named defendant is and was responsible in some way for the alleged wage and hour
17 violations and other wrongful violations which subjected Plaintiff and similarly aggrieved
18 employees, to the illegal employment practices, wrongs and injuries complained of herein. All
19 references in this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

20 8. At all times herein mentioned, each of said Defendants participated in the doing
21 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
22 Defendants, and each of them, were the agents, servants, and employees of each and every one
23 of the other Defendants, as well as the agents of all Defendants, and at all times herein
24 mentioned were acting within the course and scope of said agency and employment.
25 Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every
26 one of the acts or omissions complained of herein.

27 9. At all times mentioned herein, Defendants, and each of them, were members of
28 and engaged in a joint venture, partnership, and common enterprise, and acted within the course

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise.
2 Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff
3 and similarly aggrieved employees.

4 10. Under California law, Defendants are jointly and severally liable as employers
5 for the violations alleged herein because they have each exercised sufficient control over the
6 wages, hours, working conditions, and employment status of Plaintiff and similarly aggrieved
7 employees. Each Defendant had the power to hire and fire Plaintiff and other similarly
8 aggrieved employees, supervised and controlled their work schedules and/or conditions of
9 employment, determined their rate of pay, and maintained their employment records.
10 Defendants suffered or permitted Plaintiff and similarly aggrieved employees to work and/or
11 “engaged” Plaintiff and similarly aggrieved employees so as to create a common-law
12 employment relationship. As joint employers of Plaintiff and other similarly aggrieved
13 employees, Defendants are jointly and severally liable for the civil penalties and all other relief
14 available to Plaintiff and other similarly aggrieved employees under the law.

15 **PAGA REPRESENTATIVE ALLEGATIONS**

16 11. From May 2019 until about July 18, 2019, Plaintiff worked as a second lead
17 supervisor for Defendants building their marijuana production infrastructure.

18 12. During the entirety of Plaintiff’s employment with Defendants he was scheduled
19 to work 6:00 a.m. to 5:00 p.m., Monday through Friday, with a one-hour meal period.

20 13. While working with Defendants, Plaintiff regularly worked over 40 hours a week
21 or over 8 hours in a workday.

22 14. During his employment, Plaintiff was paid the flat rate of \$250.00 per day, for all
23 hours worked. At all times, Plaintiff’s working conditions were controlled by Defendants.

24 15. At the commencement of his employment, Defendants willfully misclassified
25 Plaintiff, and on information and belief, other similarly aggrieved employees, as independent
26 contractors. Defendants knew their misclassification was unlawful and that Plaintiff and
27 similarly aggrieved employees should have been hired as non-exempt hourly employees. This
28 is evidenced by Defendants’ practice of having new hires fill out a W-4 at the time of hire for

1 Workers' Compensation protection; however, paying them a daily flat rate, no matter how many
2 hours they worked; paying them with a live company check, in violation of Labor Code
3 §226(a); and issuing them Form 1099s for tax purposes. Regardless of this knowledge,
4 Defendants still misclassified Plaintiff and other similarly aggrieved employees as independent
5 contractors.

6 16. As another consequence of misclassifying Plaintiff and other similarly aggrieved
7 employees as independent contractors, Defendants did not fulfill their legal obligation to
8 provide the required Labor Code §2810.5 Notice.

9 17. Plaintiff and similarly aggrieved employees regularly worked at least 10 hours
10 per day; and always worked more than eight hours per day and more than 40 hours per week.
11 Defendants willfully failed to pay all overtime wages owed to Plaintiff and similarly aggrieved
12 employees. During the relevant time period, Plaintiff and similarly aggrieved employees were
13 not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a
14 day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week.
15 What's more, the hours that they worked were not recorded.

16 18. During Plaintiff's employment, Defendants' policy and practice was to inform its
17 employees when they were permitted to take their meal periods, i.e. Plaintiff and similarly
18 aggrieved employees could not take a meal period until Defendants permitted them to. In
19 administering said policy, Defendants regularly failed to provide Plaintiff and other aggrieved
20 employees with all required and compliant meal periods. This was due, in part, to the work
21 demands and practices imposed on Plaintiff and similarly aggrieved employees. For instance,
22 Plaintiff and similarly aggrieved employees regularly took their meal periods after 11:30 a.m.,
23 more than five hours after the start of their workday.

24 19. Defendants failed to authorize and permit Plaintiff and similarly aggrieved
25 employees to take legally compliant rest breaks. Defendants regularly failed to provide Plaintiff
26 and other aggrieved employees with all required and compliant rest breaks. This was due, in
27 part, to the work demands and practices imposed on Plaintiff and similarly aggrieved
28 employees. Defendants violated the rest break rights of Plaintiff and similarly aggrieved

1 employees in one or more of the following ways: (1) failing to provide full ten (10) minute rest
2 breaks; (2) failing to provide any rest breaks during a shift; (3) failing to provide uninterrupted
3 ten (10) minute rest breaks; and (4) failing to provide the legally required amount of rest breaks
4 in a shift.

5 20. Throughout Plaintiff's employment with Defendants he and similarly aggrieved
6 employees never received accurate wage statements. In fact, Defendant and similarly aggrieved
7 employees were paid their wages, on a weekly basis, with live company checks that contained
8 little to no information required under § 226(a).

9 21. As a result of Defendants' illegal practices alleged herein, which included
10 Defendants' willful misclassification of Plaintiff and similarly aggrieved employees as
11 independent contractors instead of non-exempt hourly employees, Defendants failed to pay
12 overtime wages; Defendants failed to provide legally compliant meal periods/rest breaks and
13 failed to pay all meal period or rest break premiums; Defendants maintained an inaccurate
14 payroll record and issued no wage statement that complied with Labor Code § 226(a);
15 Defendants failed to issue employee notices and keep records in accordance with California
16 law; and Defendants failed to timely pay all wages due at the termination/separation of an
17 employee's employment.

18 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
20 advisors knowledgeable about California labor and wage law, employment and personnel
21 practices, and about the requirements of California law.

22 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew
23 Plaintiff and other similarly aggrieved employees were not paid overtime premiums for all of
24 the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a
25 day, and/or in excess of forty (40) hours in a week.

26 24. Plaintiff is informed and believes, and thereon on alleges that Defendants knew
27 or should have known that Plaintiff and other similarly aggrieved employees were entitled to
28 receive an additional hour of pay for missed and/or non-compliant meal periods and that they

1 were not receiving said additional pay.

2 25. Plaintiff is informed and believes, and thereon alleges that Defendants knew
3 or should have known that Plaintiff and other similarly aggrieved employees were entitled to
4 receive an additional hour of pay for missed and/or non-compliant rest breaks and that they
5 were not receiving said additional pay.

6 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other similarly aggrieved employees were entitled to
8 timely payment of all wages earned upon termination/separation of employment. In violation of
9 the California labor Code, Plaintiff and other similarly aggrieved employees did not receive
10 payment of all wages due at the end of their employment with Defendants.

11 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and other similarly aggrieved employees were entitled to
13 timely payment of all wages during their employment. In violation of California Labor Code,
14 Plaintiff and other similarly aggrieved employees did not receive payment of all wages, timely,
15 during their employment.

16 28. Defendants had the financial ability to pay all such compensation and premium
17 pay alleged herein, however, they willfully, knowingly, and intentionally failed to do so, and
18 falsely represented to Plaintiff and other similarly aggrieved employees that they were
19 independent contractors in order to increase Defendants' profit.

20 29. At all times herein set forth, PAGA provides that any provision of law under the
21 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
22 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
23 Order may, as an alternative, be received by aggrieved employees in a civil action brought on
24 behalf themselves and other current or former employees pursuant to the procedures outlined in
25 California Labor Code section 2699.3.

26 30. PAGA defines "aggrieved employee" in Labor Code section 2699(c) as "any
27 person who was employed by the alleged violator and against whom one or more of the alleged
28 violations was committed."

1 31. Plaintiff and other current and former California employees of Defendants are
2 “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all
3 Defendants’ current or former California employees and one or more of the alleged violations
4 were committed against them.

5 32. Pursuant to California Code Section 2699.3 and 2699.5, an aggrieved employee,
6 including Plaintiff, may pursue a civil action arising under PAGA after the following
7 requirements have been met:

- 8 a. The aggrieved employee or representative shall give written notice by online
9 filing with the LWDA and by certified mail to the employer of the specific
10 provisions of the California Labor Code alleged to have been violated, including
11 the facts and theories to support the alleged violation.
- 12 b. An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and
13 any employer response to that notice shall be accompanied by a filing fee of
14 seventy-five dollars (\$75)
- 15 c. The LWDA shall notify the employer and the aggrieved employee or
16 representative by certified mail that it does not intend to investigate the alleged
17 violation (“LWDA’s Notice”) within sixty (60) calendar days of the postmark
18 date of the aggrieved employee’s notice. Upon receipt of the LWDA Notice, or
19 if no LWDA Notice is provided within sixty-five (65) calendar days of the
20 postmark date of the aggrieved employees notice, the aggrieved employee may
21 commence a civil action pursuant to the California Labor Code section 2699 to
22 recover civil penalties.

23 33. Pursuant to California Labor Code § 2699.3(c), aggrieved employees, through
24 Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other
25 than those listed in Section 2699.5 after the following requirements have been met:

- 26 a. The aggrieved employee or representative shall give written notice by online
27 filing with the LWDA and by certified mail to the employer of the specific
28 provisions of the California Labor Code alleged to have been violated (other than

those listed in Section 2699.5), including the facts and theories to support the alleged violation.

b. An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to the notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

c. The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of the actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

34. On June 12, 2020, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants SEVEN POINTS MANAGEMENT, WALNUT LLC, 3030 WALNUT LLC, 3008 WALNUT LLC, CAMERON DAMWIJK of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fees of seventy-five dollars (\$75). The same day, the LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff Case Number LWDA-CM-793316-20. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated June 12, 2020, is attached hereto as "Exhibit 1".

35. As of the filing date of this complaint, over 65 days have days have passed since Plaintiff sent his initial notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims. Furthermore, Plaintiff has no knowledge that Defendants have cured any of the violations alleged herein.

36. Plaintiff has satisfied the administrative prerequisites under California Labor

Code section 2699.3(a) and 2699.3(c) to recover penalties against Defendants for violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 226.8, 510, 512, 558(a), 1174, 1198 and 2810.5.

37. Defendants, at all relevant times to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other similarly situated aggrieved employees' rights by violating various sections of the California Labor Code as set forth above and below.

38. Pursuant to PAGA, and in particular, California Labor Code §§ 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other similarly aggrieved employees, and the state of California against Defendants for violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 226.8, 510, 512, 558(a), 1174, 1198 and 2810.5.

FIRST CAUSE OF ACTION

For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.*

(By Plaintiff on Behalf of the State of California and Similarly Aggrieved Employees Against all Defendants)

39. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

40. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code §§ 201, 202, 203, 226(a), 226.7, 226.8, 510, 512, 558(a), 1174, 1198 and 2810.5.

41. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to the following:

WILLFUL MISCLASSIFICATION

(VIOLATION OF LABOR CODE § 226.8)

42. Pursuant to Labor Code Wage §226.8 "[i]t is unlawful for any person or employer to engage in any of the following activities: (1) Willful misclassification of an individual as an independent contractor. (2) Charging an individual who has been willfully

1 misclassified as an independent contractor a fee, or making any deductions from compensation,
2 for any purpose, including for goods, materials, space rental, services, government licenses,
3 repairs, equipment maintenance, or fines arising from the individual's employment where any of
4 the acts described in this paragraph would have violated the law if the individual had not been
5 misclassified. (b) If the Labor and Workforce Development Agency or a court issues a
6 determination that a person or employer has engaged in any of the enumerated violations of
7 subdivision (a), the person or employer shall be subject to a civil penalty of not less than five
8 thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each
9 violation, in addition to any other penalties or fines permitted by law. (c) If the Labor and
10 Workforce Development Agency or a court issues a determination that a person or employer has
11 engaged in any of the enumerated violations of subdivision (a) and the person or employer has
12 engaged in or is engaging in a pattern or practice of these violations, the person or employer
13 shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more
14 than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties
15 or fines permitted by law. (d)(1) If the Labor and Workforce Development Agency or a court
16 issues a determination that a person or employer that is a licensed contractor pursuant to the
17 Contractors' State License Law has violated subdivision (a), the agency, in addition to any other
18 remedy that has been ordered, shall transmit a certified copy of the order to the Contractors'
19 State License Board."

20 43. Defendants willfully misclassified Plaintiff and other aggrieved employees as
21 independent contractors. Defendants knew their misclassification was unlawful; however, they
22 proceeded to misclassify Plaintiff and other similarly aggrieved employees as independent
23 contractors anyway. Facts that demonstrate that Defendants knowingly misclassified Plaintiff
24 and other aggrieved employees is evidenced by Defendants' practice of having its new hires fill
25 out a W-4 at the time of hire for Workers' Compensation protection; however, paying them a
26 daily flat rate, no matter how many hours they worked; paying them with a live company check,
27 in violation of Labor Code §226(a); and issuing them Form 1099s for tax purposes. Defendants
28 misclassification of Plaintiff and other similarly aggrieved employees illustrates a pattern and

1 practice of open disregard for the law.

2 44. Defendant seeks penalties for such willful classification pursuant to Labor Code
3 § 226.8.

4 **FAILURE TO PAY OVERTIME**
5 **(VIOLATION OF LABOR CODE §§ 510, 1198)**

6 45. California Labor Code §§ 510 and 1198 and the applicable Industrial Welfare
7 Commission ("IWC") Wage Order No. 4 require employers to pay employees working more
8 than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-
9 and-one-half (1 1/2) times the regular rate of pay for all hours worked in excess of eight (8)
10 hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order
11 further provides that employers are required to pay employees working more than twelve (12)
12 hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An
13 employee's regular rate of pay includes all remuneration for employment paid to, or on behalf
14 of, the employee, including non-discretionary bonuses and incentive pay.

15 46. Plaintiff and similarly aggrieved employees regularly worked at least ten (10)
16 hours a day, five (5) days per week, which is more than eight hours per day and more than 40
17 hours per week. However, regardless of the amount of hours Plaintiff worked, Defendants paid
18 Plaintiff and similarly aggrieved employees a flat rate of \$250.00 per day.

19 47. Defendants willfully failed to pay all overtime wages owed to Plaintiff and
20 similarly aggrieved employees. During the relevant time period, Plaintiff and aggrieved
21 employees were not paid overtime compensation for all of the hours they worked in excess of
22 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
23 hours in a week.

24 48. Defendants failure to pay overtime to Plaintiff and other similarly aggrieved
25 employees as stated above violates California Labor Code §§ 510, 1198; and Wage Order No. 4,
26 which is made applicable to the marijuana cultivation industry pursuant to Cal Bus. & Prof.
27 Code § 26065. Plaintiff and similarly aggrieved employees are entitled to recover civil penalties
28 pursuant to Labor Code § 2699(a), (f)-(g).

MEAL PERIOD VIOLATIONS
(VIOLATION OF CALIFORNIA LABOR CODE §§ 226.7, 512(a), 1198 AND
WAGE ORDER NO. 4)

49. California Labor Code §§ 226.7, 512(a) and 1198 and the applicable IWC Wage Order No. 4, which is made applicable to the marijuana cultivation industry pursuant to Cal Bus. & Prof. Code § 26065, require employers to provide meal and rest breaks and to pay an employee one (1) additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided. Pursuant to Labor Code §§ 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. Brinker Rest. Corp. v. Superior Court, 53 Cal. 4th 1 004, 1 041-1042 (Cal. 2012). Labor Code §§ 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break of not less than thirty (30) minutes if an employee works over ten (10) hours in a day.

50. Defendant's policy and practice is to inform its employees when they are permitted to take their meal periods, i.e. employees cannot take a meal period until Defendants permit them to. In administering said policy, Defendants regularly failed to provide Plaintiff and similarly aggrieved employees with all required and compliant meal periods. This was due, in part, to the work demands and practices imposed on Plaintiff and other non-exempt employees. For instance, Plaintiff and similarly aggrieved employees regularly took their meal periods after 11:30 a.m., more than five hours after the start of their workday.

51. Defendants failure to provide legally compliant meal periods to Plaintiff and other similarly aggrieved employees as stated above violates California Labor Code §§ 226.7, 512(a) and 1198; and Wage Order No. 4. Plaintiff and similarly aggrieved employees are entitled to recover civil penalties pursuant to Labor Code § 2699(a), (f)-(g).

1 **REST BREAK VIOLATIONS**

2 **(VIOLATION OF CALIFORNIA LABOR CODE §§ 226.7, 1198 AND**
3 **WAGE ORDER NO. 4)**

4 52. California Labor California Labor Code § 226.7 provides that no employer shall
5 require an employee to work during any rest period mandated by the applicable California IWC
6 Wage Order 4. The applicable IWC Wage Order provides that "[e]very employer shall authorize
7 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
8 of each work period" and that the "rest period time shall be based on the total hours worked
9 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof"
10 unless the total daily work time is less than three and one-half (3 1/2) hours.

11 53. Defendant's violated the statutes, rules and ordinances described above by
12 failing to authorize and permit Plaintiff and similarly aggrieved employees to take legally
13 complaint rest periods. Defendants regularly failed to provide Plaintiff and similarly aggrieved
14 employees with all required and compliant rest breaks. This was due, in part, to the work
15 demands and practices imposed on Plaintiff and other similarly aggrieved employees.
16 Defendants violated the rest break rights of Plaintiff and similarly aggrieved employees in one
17 or more of the following ways: (1) failing to provide full ten (10) minute rest breaks; (2) failing
18 to provide any rest breaks during a shift; (3) failing to provide uninterrupted ten (10) minute rest
19 breaks; and (4) failing to provide the legally required amount of rest breaks in a shift.

20 54. Defendants' rest period break and practice violates California Labor Code §§
21 226.7, 512(a) and 1198 and the applicable IWC Wage Order 4.

22 55. Defendants failure to provide legally compliant rest breaks to Plaintiff and other
23 similarly aggrieved employees as stated above violates California Labor Code sections 226.7,
24 1198; And Wage Order No. 4. Plaintiff and similarly aggrieved employees are entitled to
25 recover civil penalties pursuant to Labor Code section 2699(a), (f)-(g).

26 **FAILURE TO PROVIDE WRITTEN NOTICE**
27 **(VIOLATION OF LABOR CODE § 2810.5)**

28 56. Under Labor Code §2810.5, "(a)(1) At the time of hiring, an employer shall

1 provide to each employee a written notice, in the language the employer normally uses to
2 communicate employment related information to the employee, containing the following
3 information: (A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day,
4 week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable.
5 (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging
6 allowances. (C) The regular payday designated by the employer in accordance with the
7 requirements of this code. (D) The name of the employer, including any 'doing business as'
8 names used by the employer. (E) The physical address of the employer's main office or
9 principal place of business, and a mailing address, if different. (F) The telephone number of the
10 employer. (G) The name, address, and telephone number of the employer's workers'
11 compensation insurance carrier. (H) That an employee: may accrue and use sick leave; has a
12 right to request and use accrued paid sick leave; may not be terminated or retaliated against for
13 using or requesting the use of accrued paid sick leave; and has the right to file a complaint
14 against an employer who retaliates. (I) Any other information the Labor Commissioner deems
15 material and necessary.”

16 57. Defendants failed to provide Plaintiff and similarly aggrieved employees with a
17 Notice at the time of hiring as required pursuant to Labor Code § 2810.5. Defendants violated §
18 2810.5 and Plaintiff and the aggrieved employees are entitled to a penalty as a result.

19 **WAGE STATEMENT/RECORD KEEPING VIOLATIONS**
20 **(VIOLATION OF CALIFORNIA LABOR CODE §§ 226, 226(a), 1174 AND 1198)**

21 58. California Labor Code § 226(a) requires employers to furnish and maintain true,
22 accurate and complete wage statements and employment records. Defendants have not provided
23 Plaintiff and similarly aggrieved employees with compliant wage statements. Labor Code §
24 226.3 provides that any employer who violates § 226(a) shall be subject to a civil penalty in the
25 amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for
26 each violation in a subsequent citation, for which the employer fails to provide the employee a
27 wage statement or fails to keep the required records pursuant to § 226(a).

28 59. Defendants knowingly and intentionally never provided Plaintiff and other

1 similarly aggrieved employees with inaccurate and incomplete wage statements. Plaintiff and
2 other aggrieved employees were paid their wages, on a weekly basis, with live company checks
3 that contained little to none of the information required under § 226(a).

4 60. California Labor Code § 1174(d) provides that "[e]very person employing labor in
5 this state shall ... [k]eep a record showing the names and addresses of all employees employed
6 and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or
7 establishments at which employees are employed, payroll records showing the hours worked
8 daily by and the wages paid to.

9 61. California Labor Code § 1174(d) provides that "[e]very person employing labor in
10 this state shall ... [k]eep a record showing the names and addresses of all employees employed
11 and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or
12 establishments at which employees are employed, payroll records showing the hours worked
13 daily by and the wages paid to, and the number of piece-rate units earned by and any applicable
14 piece rate paid to, employees employed at the respective plants or establishments..." Labor Code
15 § 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain
16 accurate and complete records as required by § 1174(d). During the relevant time period, and in
17 violation of Labor Code § 1174(d), knowingly and willingly failed to keep accurate records.

18 62. California Labor Code § 1198 provides that the maximum hours of work and the
19 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in
20 the applicable IWC Wage Orders. § 1198 further provides that "[t]he employment of any
21 employees for longer hours than those fixed by the order or under conditions of labor prohibited
22 by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required
23 to keep accurate time records showing when the employee begins and ends each work period
24 and meal period. During the relevant time period, Defendants failed to keep accurate records of
25 work period, meal period start and stop times, and the correct minimum wage for Defendant and
26 other similarly aggrieved employees in violation of § 1198.

27 63. Because Defendants failed to keep required employee records; and provide Plaintiff
28 and similarly aggrieved employees accurate itemized wage statements pursuant to Labor Code

1 (a), aggrieved employees have been prevented from verifying, solely from information on the
2 wage statements themselves, that they were paid correctly and in full. Instead, Plaintiff and
3 similarly aggrieved employees have had to look to sources outside of the wage statements
4 themselves and reconstruct time records to determine whether in fact they were paid correctly
5 and the extent of underpayment and name of their employer, thereby causing them injury.

6 64. Defendants' failure to furnish accurate wage statements to Plaintiff and other
7 similarly aggrieved employees; and to keep accurate records violates California Labor Code §§
8 226, 226(a), 1174 and 1198, entitles them to recover civil penalties pursuant to Labor Code §
9 2699(a), (f)-(g).

10 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

11 **(VIOLATION OF CALIFORNIA LABOR CODE §§ 201, 202, AND 203)**

12 65. California Labor Code §§ 201, 202, and 203 provide that if an employer
13 discharges an employee, the wages earned and unpaid at the time of discharge are due and
14 payable immediately, and that if an employee voluntarily leaves his or her employment, his or
15 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
16 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
17 which case the employee is entitled to his or her wages at the time of quitting.

18 66. During the relevant time period, Defendants failed to pay Plaintiff and similarly
19 aggrieved employees all wages due to them, including, but not limited to, overtime wages, and
20 meal period and rest break premium wages, within any time period specified by California
21 Labor Code §§ 201-203.

22 67. Plaintiff and similarly aggrieved employees are entitled to recover civil penalties,
23 attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 201, 202, 203 and/or
24 2699(a), (f)-(g).

25
26 **REQUEST FOR JURY TRIAL**

27 Plaintiff requests a trial by jury.

28 **PRAYER FOR RELIEF**

1 Plaintiff, on behalf of the State of California and all other similarly Aggrieved
2 Employees, prays for relief and judgment against Defendants, jointly and severely, as follows:

3 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
4 (\$25,000).

5 **As to the First Cause of Action**

6 2. That the Court declare, adjudge and decree that Defendants violated the
7 following California Labor Code provisions as to Plaintiff and similarly aggrieved employees:
8 201, 202, 203, 226(a), 226.7, 226.8, 510, 512, 558(a), 1174, 1198 and 2810.5.

9 3. For civil penalties pursuant to 201, 202, 203, 226(a), 226.7, 226.8, 510, 512,
10 558(a), 1174, 1198 and 2810.5.

11 4. For attorneys' fees and costs pursuant to California Labor Code §2699(g)(1), and
12 any and all relevant statutes;

13 5. For pre-judgment and post-judgment interest as provided by law; and

14 6. For other such and further relief as the Court may deem equitable and
15 appropriate.

16
17 WORKPLACE RIGHTS LAW GROUP, LLP

18 Dated: August 17, 2020

19 By: 

20 ADAM N. BOUAYAD
21 GREGORY D. WOLFLICK
22 THEODORE S. KHACHATURIAN
23 Attorneys for Plaintiff,
24 TIEN PHAM
25
26
27
28



WORKPLACE RIGHTS
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Glendale, California 91203
Employment Law Attorneys

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June 12, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator

***Subject: Tien Pham v. Walnut LLC, 3088 Walnut LLC, Seven Points Management,
and/or Cameron Damwijk***

PAGA CLAIM NOTICE

Dear PAGA Administrator:

Please allow this correspondence to serve as Tien Pham's claims under the California Labor Code. Mr. Pham was an employee of either Walnut LLC, 3088 Walnut LLC, Seven Points Management and/or Cameron Damwijk. These entities will collectively be referred to herein as "WALNUT".

These employers may be contacted directly at the address below:

Walnut LLC
c/o David Judaken
3030 Walnut Ave., Suite 160
Long Beach, CA 90805

3030 Walnut LLC
c/o David Judaken
3030 Walnut Ave., Suite 160
Long Beach, CA 90805

3088 Walnut LLC
c/o David Judaken
3030 Walnut Ave., Suite 160
Long Beach, CA 90805

California Labor & Workforce Development Agency

ATTN: PAGA Administrator

RE: *Tien Pham v. Walnut LLC, 3030 Walnut LLC, 3088 Walnut LLC, Seven Points Management, and/or Cameron Damwijk*

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Seven Points Management
c/o David Judaken
2877 Forrester Drive
Los Angeles, CA 90064

Seven Points Management
c/o Legalinc Corporate Services Inc.
10601 Clarence Dr., Suite 250
Frisco, TX 75033

Cameron Damwijk
22461 Cass Avenue
Woodland Hills, CA 91364

Mr. Pham intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under §§ 2698 *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Pham seeks relief on behalf of himself, the State of California, and other persons who were employed by WALNUT in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees.")

WALNUT, on information and belief, is a manufacturer and distributor of marijuana in and around the city and county of Los Angeles. Mr. Pham worked for WALNUT as a non-exempt, hourly-paid employee from approximately May 2019 until about July 18, 2019. Mr. Pham worked as a second lead supervisor for WALNUT building WALNUT's marijuana production infrastructure.

During the entirety of his employment with WALNUT, Mr. Pham's schedule was 6:00 a.m. to 5:00 p.m., Monday through Friday, with a one-hour meal period, i.e., Mr. Pham regularly worked at least ten (10) hours a day, every day. During his employment, Mr. Pham was paid the flat rate of \$250.00 per day, for all hours worked. At all times, Mr. Pham's working conditions were controlled by WALNUT.

WALNUT committed one or more of the following Labor Code violations against Mr. Pham, the facts and theories of which follows, making him an "aggrieved employee" with standing to represent himself and other aggrieved employees of WALNUT pursuant to California Labor Code § 2699, subd.(c); and Huff v. Securitas Security Services USA, Inc. (2018) 23 Cal.App.5th 745, 759-76.

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ATTN: PAGA Administrator

RE: *Tien Pham v. Walnut LLC, 3030 Walnut LLC, 3088 Walnut LLC, Seven Points Management, and/or Cameron Damwijk*

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VIOLATION OF LABOR CODE §226.8

(WILLFUL MISCLASSIFICATION)

WALNUT violated California Labor Code § 226.8, which states:

“(a) It is unlawful for any person or employer to engage in any of the following activities: (1) Willful misclassification of an individual as an independent contractor. (2) Charging an individual who has been willfully misclassified as an independent contractor a fee, or making any deductions from compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where any of the acts described in this paragraph would have violated the law if the individual had not been misclassified. (b) If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law. (c) If the Labor and Workforce Development Agency or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law. (d)(1) If the Labor and Workforce Development Agency or a court issues a determination that a person or employer that is a licensed contractor pursuant to the Contractors' State License Law has violated subdivision (a), the agency, in addition to any other remedy that has been ordered, shall transmit a certified copy of the order to the Contractors' State License Board.”

WALNUT willfully misclassified Mr. Pham and other aggrieved employees as independent contractors. WALNUT knew that its misclassification was unlawful; however, it proceeded to classify Mr. Pham and other aggrieved employees as independent contractors anyway. Facts that demonstrate that WALNUT knowingly misclassified Mr. Pham and other aggrieved employees is evidenced by WALNUT's practice of having its new hires fill out a W-4 at the time of hire for Workers' Compensation protection; however, paying them a daily flat rate, no matter how many hours they worked; paying them with a live company check, in violation of Labor Code §226(a); and issuing them Form 1099s for tax purposes. WALNUT's misclassification of Mr. Pham and other aggrieved employees illustrates a pattern and practice in open disregard of the law.

Mr. Pham seeks penalties under Labor Code § 226.8 for such violations.

California Labor & Workforce Development Agency

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VIOLATION OF LABOR CODE §2810.5

(FAILURE TO PROVIDE WRITTEN NOTICE)

Under Labor Code §2810.5:

“(a)(1) At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment related information to the employee, containing the following information: (A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. (C) The regular payday designated by the employer in accordance with the requirements of this code. (D) The name of the employer, including any ‘doing business as’ names used by the employer. (E) The physical address of the employer's main office or principal place of business, and a mailing address, if different. (F) The telephone number of the employer. (G) The name, address, and telephone number of the employer's workers' compensation insurance carrier. (H) That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. (I) Any other information the Labor Commissioner deems material and necessary.”

WALNUT failed to provide Mr. Pham and other aggrieved employees with a Notice, which was required under section 2810.5. WALNUT violated section 2810.5 and the aggrieved employees are entitled to a penalty as a result.

VIOLATION OF LABOR CODE §§510, 1198

(FAILURE TO PAY OVERTIME)

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 1/2) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay.

Mr. Pham and other aggrieved employees regularly worked at least 10 hours per day.

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They always worked more than eight hours per day and more than 40 hours per week. WALNUT willfully failed to pay all overtime wages and other wages owed to aggrieved employees. During the relevant time period, aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week. What's more, the hours that they worked were not recorded.

VIOLATION OF CALIFORNIA LABOR CODE §§ 226.7, 512(a) AND 1198

(MEAL PERIOD VIOLATIONS)

California Labor Code §§ 226.7, 512(a) and 1198 and the applicable IWC Wage Order 4, which is made applicable to the marijuana cultivation industry pursuant to Cal Bus. & Prof. Code §26065, require employers to provide meal and rest breaks and to pay an employee one (1) additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided. Pursuant to Labor Code §§ 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code §§ 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break of not less than thirty (30) minutes if an employee works over ten (10) hours in a day.

WALNUT's policy and practice is to inform its employees when they are permitted to take their meal periods, i.e. employees cannot take a meal period until WALNUT permits them to. In administering said policy, WALNUT regularly failed to provide Mr. Pham and other aggrieved employees with all required and compliant meal periods. This was due, in part, to the work demands and practices imposed on Mr. Pham and other non-exempt employees. For instance, Mr. Pham and other aggrieved employees regularly took their meal periods after 11:30 a.m., more than five hours after the start of their workday.

WALNUT's meal period policy and practice violates California Labor Code §§ 226.7, 512(a) and 1198 and the applicable IWC Wage Order 4.

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VIOLATION OF CALIFORNIA LABOR CODE §§ 226.7, 512(a) AND 1198

(REST PERIOD VIOLATION)

California Labor Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by the applicable California IWC Wage Order 4. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 1/2) hours.

WALNUT violated the statutes, rules and ordinances described above by failing to authorize and permit aggrieved employees to take legally complaint rest periods. WALNUT regularly failed to provide Mr. Pham and other aggrieved employees with all required and compliant rest breaks. This was due, in part, to the work demands and practices imposed on Mr. Pham and other non-exempt employees. WALNUT violated the rest breaks rights of Mr. Pham and other aggrieved employees in one or more of the following ways: (1) failing to provide full ten (10) minute rest breaks; (2) failing to provide any rest breaks during a shift; (3) failing to provide uninterrupted ten (10) minute rest breaks; and (4) failing to provide the legally required amount of rest breaks in a shift.

WALNUT's meal period policy and practice violates California Labor Code §§ 226.7, 512(a) and 1198 and the applicable IWC Wage Order 4.

VIOLATION OF CALIFORNIA LABOR CODE §§ 226, 226(a), 1174 AND 1198

(WAGE STATEMENT/RECORD KEEPING VIOLATIONS)

California Labor Code § 226(a) requires employers to furnish and maintain true, accurate and complete wage statements and employment records. WALNUT has not provided Mr. Pham and other aggrieved employees with compliant wage statements. Labor Code § 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code § 226.3 provides that any employer who violates § 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to § 226(a).

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WALNUT has knowingly and intentionally never provided Mr. Pham and other aggrieved employees with accurate wage statements. Mr. Pham and other aggrieved employees were paid their wages, on a weekly basis, with live company checks that contained little to none of the information required under § 226(a).

California Labor Code § 1174(d) provides that "[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments..." Labor Code § 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by § 1174(d). During the relevant time period, and in violation of Labor Code § 1174(d), WALNUT willfully failed to maintain accurate payroll records for Mr. Pham and other aggrieved employees showing accurately the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code § 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. § 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, WALNUT failed, on a company-wide basis, to keep accurate records of the work period and meal period start and stop times for Mr. Pham and other aggrieved employees in violation of § 1198.

Because WALNUT failed to provide to keep required employee records; and provide Mr. Pham and other aggrieved employees accurate itemized wage statement pursuant to Labor Code (a), aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Pham and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment and name of their employer, thereby causing them injury.

Mr. Pham and other aggrieved employees are therefore entitled to recover penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code §§ 226, 226.3, 1174.5, and/or 2699(a), (f)-(g).

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FAILURE TO PAY ALL WAGES UPON TERMINATION

(VIOLATION OF CALIFORNIA LABOR CODE SECS. 201, 202 AND 203)

California Labor Code §§ 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, WALNUT failed to pay Mr. Pham and other aggrieved employees all wages due to them, including, but not limited to, overtime wages and meal and rest period premium wages, within any time period specified by California Labor Code Secs. 201-203.

Mr. Pham and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 256 and/or 2699(a), (f)-(g).

CALIFORNIA LABOR CODE § 558(a)

California Labor Code § 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a § of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages."

Labor Code § 558(c) provides that "[t]he civil penalties provided for in this § are in addition to any other civil or criminal penalty provided by law." WALNUT, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Pham's and other aggrieved employees' rights by violating various §§ of the California Labor Code.

Accordingly, Mr. Pham seeks the remedies set forth in Labor Code § 558 for himself, the State of California, and all other aggrieved employees.

Specifically, pursuant to PAGA, and in particular California Labor Code §§ 2699(a), 2699.3(a) and 2699.3(c), 2699.5 and 558, Mr. Pham, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other

California Labor & Workforce Development Agency

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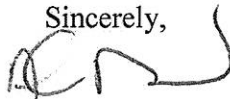
aggrieved employees, and the State of California against WALNUT for violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 226.8, 510, 512, 558(a), 1174, 1198 and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Pham seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Adam N. Bouayad
Workplace Rights Law Group, LLP
130 N. Brand Blvd., Suite 420
Glendale, CA 91203
Tel: (818) 844-5200
Email: adam@workplacerrightslaw.com

Sincerely,



Adam N. Bouayad

ANB/gj

cc: Walnut LLC
c/o David Judaken

3030 Walnut LLC
c/o David Judaken

3088 Walnut LLC
c/o David Judaken

Seven Points Management
c/o David Judaken

Seven Points Management
c/o Legalinc Corporate Services Inc.

Cameron Damwijk