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PATRICIA MEJIA DE GONZALEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES**PATRICIA MEJIA DE GONZALEZ, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

GOLDEN BOLT, LLC, a California limited
liability company; GOLDEN HIPPO
HOLDCO INC., a California corporation;
WHOLE BODY RESEARCH, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: **21STCV02962****REPRESENTATIVE ACTION
COMPLAINT:****(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 et seq.)****UNLIMITED CIVIL CASE**

1 Plaintiff Patricia Mejia de Gonzalez (“Plaintiff”), on behalf of herself and all aggrieved
2 employees, hereby brings this Representative Action Complaint (“Complaint”) against GOLDEN
3 BOLT, LLC, a California limited liability company; GOLDEN HIPPO HOLDCO INC., a California
4 corporation; WHOLE BODY RESEARCH, LLC, a California limited liability company; and DOES 1
5 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all aggrieved employees, hereby brings this
8 representative action for recovery of unpaid wages and penalties under California Labor Code Private
9 Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code § 2698 *et seq.* This Court has jurisdiction
10 over Defendants’ violations of the California Labor Code because the amount in controversy exceeds
11 this Court's jurisdictional minimum.

12 **VENUE**

13 2. Venue as to each Defendant is proper in this judicial district pursuant to Cal. Code of
14 Civ. Proc. §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
15 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have
16 agent(s) within the County of Los Angeles, and/or otherwise are found within the County of Los
17 Angeles, and Defendants are within the jurisdiction of this Court for purposes of service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was and currently is, a California resident. During the one year immediately preceding
21 Plaintiff giving the required notice under the PAGA, and within the statute of limitations periods
22 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
23 employee.

24 4. Plaintiff is informed and believes, and based thereon alleges, that during the one-year
25 preceding April 6, 2020¹ and Plaintiff giving the required notice under the PAGA, and continuing to
26

27
28 ¹ On April 6, 2020, the Chief Justice of California issued Emergency Rule 9 which tolls the statute of limitations for civil causes of action, notwithstanding any other law, from April 6, 2020 until 90 days after the Governor of California declares that the state of emergency related to the COVID-19 pandemic is lifted.

1 the present, Defendants did (and continue to do) business by manufacturing and distributing nutritional
2 supplements. Defendants employed Plaintiff and other, non-exempt employees within, among other
3 counties, Los Angeles County and the state of California and, therefore, were (and are) doing business
4 in Los Angeles County and the State of California.

5 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
6 corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
7 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend
8 this Representative Action Complaint when such true names and capacities are discovered. Plaintiff is
9 informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether
10 individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged
11 herein, and proximately caused Plaintiff and other aggrieved employees to be subject to the unlawful
12 employment practices, wrongs, injuries and damages complained of herein.

13 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
14 herein, Defendants were and are the employers of Plaintiff and all other aggrieved employees.

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

22 8. At all times mentioned herein, Defendants, and each of them, were members of and
23 engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope
24 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
25 that all Defendants were joint employers for all purposes of Plaintiff and all other aggrieved employees.

26 **GENERAL FACTUAL ALLEGATIONS**

27 9. Plaintiff, a current employee, was hired by Defendants on or around March 29, 2016.
28 Throughout her employment with Defendants, Plaintiff worked out of Defendants' warehouse in

1 Woodland Hills, California.

2 10. During her employment with Defendants, Plaintiff held the position of a packer and
3 Plaintiff's job duties included, without limitation, processing, packaging, and distributing products.
4 During her employment with Defendants as a part-time employee, Plaintiff was generally scheduled
5 to work from approximately 7:30 or 8:30 a.m. to approximately 4:00 or 5:00 p.m., Monday through
6 Wednesday or Friday.

7 11. At times during Plaintiff's employment with Defendants, Plaintiff was not provided all
8 legally required meal periods due to Defendants' meal period policies and practices. Specifically,
9 Defendants had a policy and practice of providing Plaintiff and other non-exempt employees with a
10 meal period commencing at approximately 12:00 p.m. until approximately at 12:30 p.m. Also,
11 throughout Plaintiff's employment with Defendants, Defendants utilized policies and practices that
12 required Plaintiff and other non-exempt employees to clock back in at the end of the meal period at
13 approximately 12:30 p.m., which often necessitated waiting in a line to use the timeclock. As such,
14 Plaintiff and other non-exempt employees were required to spend part of their meal period waiting in
15 line in order to clock back in before the end of their meal period at 12:30 p.m. As a result, at times,
16 Plaintiff and other non-exempt employees received meal periods of less than 30 minutes.

17 12. Although Plaintiff was not provided with all legally-compliant meal periods to which
18 she was entitled, Defendants failed to compensate Plaintiff with all the required meal period premium
19 for each workday in which she experienced a meal period violation as mandated by Labor Code §
20 226.7. In addition, on occasion, Defendants provided Plaintiff with a "Paid Lunch Award" when she
21 experienced a meal period violation. However, when Plaintiff received a "Paid Lunch Award," it was
22 not paid at her regular rate of pay in violation of Labor Code section 226.7.

23 13. Plaintiff was also not authorized and permitted to take all legally required and compliant
24 rest periods due to Defendants' rest period policies and practices. Defendants' rest period policies and
25 practices fail to authorize and permit duty-free rest periods for every four hours worked, or *major*
26 *fraction thereof*. Specifically, Defendants' written policies and practices required Plaintiff and the
27 other non-exempt employees to remain on the premises during their rest periods. Because Defendants'
28 rest period policy or practice requires employees to remain on the work premises during rest periods,

1 Defendants' rest period policy fails to relinquish control over how employees spend their time during
2 rest periods in violation of California law. As a result, Defendants' rest period policy fails to authorize
3 and permit legally-compliant duty-free rest periods.

4 14. Although Plaintiff was not authorized and permitted to take all legally-compliant rest
5 periods to which she was entitled, Defendants failed to compensate Plaintiff with the required rest
6 period premium for each workday in which she experienced a rest period violation as mandated by
7 Labor Code § 226.7. Further, upon information and belief, during at least a portion of the class period,
8 Defendants maintained no payroll code or other mechanism for paying rest period premiums when
9 Defendants failed to provide a legally compliant rest period.

10 15. During her employment with Defendants, Plaintiff would at times work in excess of
11 eight hours per workday and/or more than forty hours per workweek, but did not receive overtime
12 compensation equal to one and one-half times her regular rate of pay for working overtime hours.
13 Specifically, for at least a portion of the time period relevant to her claims, Plaintiff received non-
14 discretionary "Paid Lunch Awards," for workdays in which she experienced a meal period violation,
15 and/or other forms of pay not excludable as a matter of law when calculating an employee's regular
16 rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay").
17 Despite Defendants' payment of Incentive Pay to Plaintiff, Defendants failed to include all forms of
18 Incentive Pay when calculating Plaintiff's regular rate of pay, thereby causing Plaintiff to be underpaid
19 all of her required overtime wages.

20 16. As a result of Defendants' failure to pay all overtime wages, as well as meal and rest
21 period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage
22 statements to Plaintiff.

23 **FIRST CAUSE OF ACTION**

24 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

25 **(AGAINST ALL DEFENDANTS)**

26 17. Plaintiff re-alleges and incorporates by reference all previous paragraphs as though fully
27 set forth herein.
28

1 18. Defendants have committed several Labor Code violations against Plaintiff and other
2 aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et*
3 *seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action
4 against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and
5 the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f)
6 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee
7 and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code §
8 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00
9 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3
10 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent
11 violation pursuant to Labor Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial
12 violation and \$200.00 for each subsequent violation per employee per pay period for those violations
13 of the Labor Code for which no civil penalty is specifically provided, based on the following Labor
14 Code violations:

- 15 a. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay
16 Plaintiff and other aggrieved employees all overtime compensation earned;
- 17 b. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all
18 legally required meal periods and failing to pay meal period premiums to Plaintiff and
19 other aggrieved employees;
- 20 c. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all
21 legally required rest periods and failing to pay rest period premiums to Plaintiff and
22 other aggrieved employees;
- 23 d. Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other
24 aggrieved employees with accurate and compliant itemized wage statements;
- 25 e. Defendants violated Labor Code § 204 by failing to pay Plaintiff and other aggrieved
26 employees all earned wages at least twice during each calendar month; and
- 27 f. Defendants violated Labor Code § 1174 by failing to maintain accurate records on
28 behalf of Plaintiff and other aggrieved employees.

19. On November 20, 2020, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 18 (a)-(f). Now that at least sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

20. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 18 (a)-(f) above.

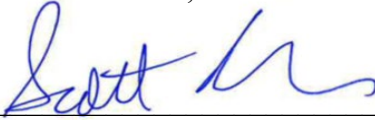
2. Upon the First Cause of Action, for attorneys' fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021.5; and

1 3. For such other and further relief the Court may deem just and proper.

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3 Dated: January 25, 2021

Respectfully submitted,
LIDMAN LAW, APC

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5 By:



6 Scott M. Lidman
7 Elizabeth Nguyen
8 Attorneys for Plaintiff
9 PATRICIA MEJIA DE GONZALEZ
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