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8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

11 ANGELICA ALVARADO, individually, and on
12 behalf of the State of California and Aggrieved
13 Employees, as a private attorney general,

14 Plaintiff,

15 vs.

16 MOUNTVIEW MANAGEMENT, INC., a
California Corporation; CANNATOPIA
17 GARDENS, a California Corporation; Edwin
Mailyan, individually; and DOES 1 through 10,
18 inclusive,

19
20 Defendants.

Case No.:

21STCV30876

COMPLAINT FOR:

1. **FAILURE TO PAY MINIMUM WAGE [LAB. CODE § 1194];**
2. **FAILURE TO PAY OVERTIME [LAB. CODE §§ 1194 and 510]**
3. **FAILURE TO PROVIDE MEAL PERIODS [LAB. CODE §§ 226.7 and 512(a) and WAGE ORDERS];**
4. **FAILURE TO PROVIDE REST PERIODS [LAB. CODE § 226.7 and WAGE ORDERS];**
5. **FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT [LAB. CODE §§ 204 and 210];**
6. **FAILURE TO TIMELY PAY WAGES UPON SEPARATION [LAB. CODE §§ 201, 202 and 203];**
7. **UNLAWFUL WAGE DEDUCTIONS [LABOR CODE SECTION 224];**
8. **FAILURE TO INDEMNIFY FOR EXPENSES [LAB. CODE §§ 2800 and 2802];**
9. **NON-COMPLIANT WAGE STATEMENTS [LAB. CODE § 226(a)];**

By Fax

10. FAILURE TO KEEP ACCURATE PAYROLL RECORDS [LAB. CODE §§ 1174(d) and 1174.5]
11. FEHA – HOSTILE WORK ENVIRONMENT HARASSMENT- CONDUCT DIRECTED AT OTHERS [GOV. CODE § 12940(j)]
12. FEHA – HOSTILE WORK ENVIRONMENT HARASSMENT- WIDESPREAD SEXUAL FAVORITISM [GOV. CODE § 12940(j)]
13. COMMON LAW CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY;
14. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”) – LABOR CODE SECTION 2698 *ET SEQ.* FOR VIOLATIONS OF LABOR CODE SECTIONS 201, 202, 203, 204, 218, 224, 226(a), 226.3, 226.7, 226.8, 246, 248.5, 256, 351, 510, 558, 1194, 1197.1, 1198, 1199, 2802, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406 and 6407

Plaintiff Angelica Alvarado, individually, and on behalf of the State of California, and as an aggrieved employee pursuant to Labor Code Section 2698 et seq. (“PAGA”) alleges against Defendants Mountview Management, Inc., Cannatopia Gardens, Edvin Mailyan, and DOES 1 through 10 (collectively “Defendants”), and each of them as follows:

GIST OF THE ACTION

1. Plaintiff brings this action individually, against her former employer for violating various wage-and-hour laws, hostile work environment harassment, and constructive discharge in violation of public policy. Defendants treated Plaintiff and all other aggrieved employees as independent contractors, when they were actually employees. Defendants failed to pay Plaintiff the legal minimum wage for times she worked off the clock, failed to pay overtime, failed to pay

1 Plaintiff on time both during and after employment, failed to provide compliant meal and rest
2 breaks, failed to indemnify for business related expenses, failed to utilize and provide compliant
3 wage statements and payroll records, and had a practice of making (and threatening to make)
4 illegal wage deductions. Further, Defendants created a hostile work environment involving
5 sex/gender-based harassment and discrimination and maintained unsafe working conditions
6 including poor air quality and lack of COVID-19 safeguards. These conditions forced Plaintiff
7 to resign from her position with Defendants.

8 **THE PARTIES**

9 2. At all times mentioned herein, Plaintiff Angelica Alvarado is an individual residing
10 in Los Angeles County, California.

11 3. At all times mentioned herein, Defendant Mountview Management, Inc. is a
12 California corporation doing business in Los Angeles County, California.

13 4. At all times mentioned herein, Defendant Cannatopia Gardens is a California
14 corporation doing business in Los Angeles County, California.

15 5. Defendant Mountview Management, Inc. ("Mountview") was at all relevant times,
16 Plaintiff's employer within the meaning of all applicable California state laws, regulations, and
17 statutes. Specifically, Section 2 of the applicable Industrial Wage Commission Wage Order
18 defines employer as any person, including any natural person, organization, and corporation, who
19 directly or indirectly, or through an agent or any other person, employs or exercises control over
20 the wages, hours, or working conditions of any person.

21 6. Defendant Cannatopia Gardens ("Cannatopia") was at all relevant times, Plaintiff's
22 employer within the meaning of all applicable California state laws, regulations, and statutes.
23 Specifically, Section 2 of the applicable Industrial Wage Commission Wage Order defines
24 employer as any person, including any natural person, organization, and corporation, who directly
25 or indirectly, or through an agent or any other person, employs or exercises control over the wages,
26 hours, or working conditions of any person.

27 7. Defendant Edwin Mailyan ("Mailyan") is a resident of Los Angeles County,
28 California.

8. Defendant Edvin Mailyan was at all relevant times the Chief Executive Officer, Chief Financial Officer, and Secretary of Defendant Mountview Management, Inc.

9. Defendant Edvin Mailyan was at all relevant times the Chief Executive Officer, Chief Financial Officer, and Secretary of Cannatopia Gardens.

10. The true names or capacities, whether individual, corporate, associate, or otherwise, of Defendants DOES 1 – 10, inclusive, are presently unknown to Plaintiff, who therefore sues such Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this Complaint to allege the true names and capacities when they are ascertained by Plaintiff.

JURISDICTION AND VENUE

11. Plaintiff obtained a right to sue letter for this action on August 16, 2021 from the Department of Fair Employment & Housing.

12. Defendants have sufficient contacts with California or otherwise purposefully avail themselves of the benefits in the State, so as to render the exercise of jurisdiction over each by a California Court consistent with traditional notions of fair play and substantial justice.

13. Venue is proper in this Court because Plaintiff suffered injuries and damages alleged herein in Los Angeles County, California. Defendants transact business in Los Angeles, California and had at all relevant times a facility in Los Angeles County, California. Further, all parties are in Los Angeles County. At all relevant times, Plaintiff worked at Defendants' "Cana Sylmar" dispensary located at 13509 Hubbard St, Sylmar, CA 91342.

PAGA EXHAUSTION

14. Plaintiff met all jurisdictional requirements in order to exhaust administrative remedies prior to filing her PAGA claim.

15. Specifically, she electronically filed a PAGA notice of her claims and theories of Labor Code violations with the Labor and Workforce Development Agency (“LWDA”) and Division of Occupational Health and Safety (“Cal-OSHA”) at least 65 days prior to filing the instant action. Additionally, she sent the PAGA notice via certified mail to the Defendants.

16. Plaintiff provided PAGA notices on May 12, 2021, and an amended notice on May 24, 2021. Neither the LWDA, nor Cal-OSHA expressed interest in investigating the matter.

1 Plaintiff seeks PAGA remedies on behalf of all exempt or non-exempt employees of Defendants
2 that were subjected to at least the following Labor Code Section violations: Labor Code Sections
3 201, 202, 203, 204, 218, 224, 226(a), 226.3, 226.7, 226.8, 246, 248.5, 256, 351, 510, 558, 1194,
4 1197.1, 1198, 1199, 2802, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406 and 6407.

5 **GENERAL ALLEGATIONS**

6 17. Defendants operate at least one cannabis dispensary located in Los Angeles County,
7 and others throughout California. They hired Plaintiff in May of 2019 to serve as an Assistant
8 Manager at the Cana Sylmar cannabis dispensary located at 13509 Hubbard St, Sylmar, CA 91342
9 (the "Dispensary"). However, Defendants failed to pay Plaintiff the legal minimum wage for
10 times she worked off the clock, failed to pay overtime, failed to pay Plaintiff on time both during
11 and after employment, failed to provide paid sick days, failed to indemnify for expenses, failed to
12 failed to utilize and provide compliant wage statements and payroll records, failed to compensate
13 for personal cellular phone usage, and a practice of making and threatening to make illegal wage
14 deductions.

15 18. Plaintiff resigned from her position on May 31, 2020.

16 19. Labor Code Section 226.8 (a)(1) makes it unlawful for any person or employer to
17 willfully misclassify an individual as an independent contractor. Here, Employers willfully
18 misclassified Ms. Alvarado and the aggrieved employees who all worked on site and were
19 completely controlled by Employers in how to do the work. Neither Ms. Alvarado or any
20 aggrieved employees come close to any falling under the definition of independent contractor
21 under the ABC test or other relevant legal authority.

22 20. Employer had a routine practice of hiring employees on an "under-the-table" trial
23 basis for an indefinite time period during before being considered for official employment.
24 During this trial period, employees were paid at a rate below minimum wage and were not paid
25 overtime wages. In Ms. Alvarado's case, her trial period lasted for about 4 months during which
26 she was paid cash under the table at wages below the minimum wage, and without overtime pay.
27 For other aggrieved employees, this trial period lasted from several weeks to several months, and
28

1 in some cases a year or more, including employees whose entire employment was on a trial basis
2 and were not on the payroll.

3 21. Plaintiff required to perform work off the clock prior to clocking and after clocking
4 out which, for which she was not compensated for. Additionally, Plaintiff worked in excess of
5 eight hours, and in excess of 40 hours a week, on numerous occasions without overtime
6 compensation.

7 22. Plaintiff was entitled to receive all wages due and owing during her employment
8 with Defendants. However, because Defendants failed to pay for all hours worked, including
9 failure to compensate Plaintiff at the legal overtime rate, Defendants violated Labor Code Section
10 204 and 210.

11 23. Many of Plaintiff's pay checks had missing pay due to improper record keeping.
12 Also, Plaintiff was never paid overtime wages despite working as much as 48 hours per week on
13 numerous occasions, and working on average about 2 hours of overtime per week over the course
14 of her employment. Overtime hours were paid in cash at a rate of \$12.00 per hour, instead of the
15 \$21.00 per hour she was entitled to, and without any documentation of the overtime hours worked.
16 Defendants took a similar approach to sick hours. As a routine and systematic practice,
17 Defendants recorded Plaintiff's weekly hours worked as 39.0 hours instead of the actual number
18 of hours worked. This practice resulted in miscalculation of her base pay, shorted overtime, and
19 shorted sick leave hours and pay. It also resulted in a failure to accurately record payroll records
20 and wage statements.

21 24. Plaintiff and other aggrieved employees were deprived of compliant meal breaks.
22 Defendants deprived Plaintiff of uninterrupted, 30-minute, duty-free meal periods before the sixth
23 hour of work. Defendants' common practice was to give meal breaks only when employees
24 worked at least 6 hours.

25 25. Plaintiff and other aggrieved employees were deprived of compliant rest breaks. At
26 all relevant times, Defendants failed to provide Plaintiff and other aggrieved employees with one
27 10-minute rest break for shifts of three-and-one half to six hours in length and failed to provide a
28 second 10-minute break for shift more than six hours up to ten. Defendants pressured Plaintiff

1 and the aggrieved employees not to take rest breaks, and Plaintiff and the aggrieved employees
2 feared punishment if they took rest breaks. Defendants told employees that they were not allowed
3 in the staff break room, and should remain in the front of the Dispensary at all times.

4 26. In accordance with Labor Code Section 226(a) and 226.3, Defendants were required
5 to furnish Plaintiff, semimonthly or at the time of each payment of wages, with an accurate and
6 itemized statement in writing showing (a) gross wages earned; (b) total hours worked; (c) all
7 deductions to the pay; (d) the net wages earned; (e) inclusive dates of the period for which the
8 employee is paid; (f) the name of the employee and his or her last four digits of their social security
9 number or an employee ID; (g) the name and address of the legal entity that is the employer; (h)
10 all applicable hourly rates and the corresponding number of hours worked for each applicable
11 hourly rate in effect during the pay period. Defendants failed to provide compliant wage
12 statements to Plaintiff at the time of the payment of wages, and failed to provide any wage
13 statements at all during the first 4 months of Plaintiff's employment.

14 27. Defendants knew or should have known that it had a duty to keep complete or
15 accurate payroll records and hours worked for Plaintiff in accordance with Labor Code Section
16 1174. Nonetheless, at all relevant times, Defendants failed to keep complete or accurate payroll
17 records for Plaintiff.

18 28. Plaintiff was entitled to receive her final pay no later than 72 hours of resignation,
19 or immediately upon termination. Defendants failed to pay Plaintiff her final wages owed upon
20 termination or resignation in violation of Labor Code Sections 201, 202, and 203.

21 29. Plaintiff was required to attend night-time meetings after business hours that
22 required additional travel. Plaintiff was not compensated for the time spent in traveling to and
23 from, or attending these meetings, or for the associated mileage or travel expenses, which also
24 required Plaintiff and aggrieved employees to be paid split shift premium pay.

25 30. Labor Code Sections 2800 and 2802 require employers to reimburse employees for
26 all necessary business expenses incurred in direct consequence of the discharge of their duties to
27 employer. Plaintiff was required to use their personal cell phones to upload the Homebase
28 application required by Defendants. Defendants never reimbursed Plaintiff.

1 31. Defendants did not provide a company cell phone but required Plaintiff to use her
2 personal cellular phone, including use of the HomeBase phone application as required by
3 Defendants when off the clock or on leave, for receiving employer notifications, making requests
4 for leave or other accommodations, and messaging with co-workers regarding swapping/covering
5 shifts. Defendants never reimbursed Plaintiff for this usage.

6 32. Plaintiff on numerous occasions experienced unlawful wage deductions (and threats
7 thereof) because of products that were damaged or broken due to an accident, or for income
8 shortages resulting from a transactional error. These wage deductions were made without
9 Plaintiff's authorization. On at least one occasion, Defendants repeatedly tried to convince
10 Plaintiff to pay for a cash register shortage, and suggested that if she did not pay she could be
11 subject to termination or other retaliatory action. Plaintiff feared she may be subject to such
12 retaliatory actions (e.g. reduced work hours, bullying or other mistreatment) and felt she was
13 being coerced into making such payments. Plaintiff observed that Defendants had a routine
14 practice of subjecting employees to improper pay deductions and threats thereof. For example,
15 it was Defendants' practice that when a broken item is found all the employees must collectively
16 contribute to pay for the item unless the employee responsible for the damage came forward to
17 take responsibility.

18 33. Plaintiff noted ongoing unsafe conditions at the workplace that were well known to
19 Defendants, including moldy walls and an AC system with leaking freon. Plaintiff experienced
20 symptoms consistent with poor indoor air quality, including fatigue and nausea. Plaintiff
21 observed other employees experiencing similar symptoms.

22 34. Plaintiff was subject to unsafe working conditions in regards to COVID-19.
23 Defendants had no safety measures or safe guards in place to reduce the risks associated with
24 COVID-19. Defendants knew that certain employees were engaging in high-risk activities,
25 including going out to bars and nightclubs, such that they could be putting employees at risk at
26 the workplace. This made Plaintiff very uncomfortable. Employees, including Plaintiff,
27 expressed concerns regarding COVID-19 safety issues, but were ignored. When Defendants
28 discovered that an employee tested positive for COVID-19, they failed to inform the employees

1 (including Plaintiff) or take any remedial measures, and instead concealed it. After a week or
2 two, a concerned employee with knowledge of the matter informed the other employees via group
3 chat. However, Defendants still failed to take any remedial measures. Plaintiff feared her health
4 was at risk and was afraid to continue working.

5 35. Plaintiff was subject to and asked to participate in discriminatory employment
6 practices. Defendants regularly made disparaging statements to Plaintiff regarding certain female
7 employees that Defendants found to be unattractive due to their physical features including their
8 dark skin tone and/or other undesirable physical features. Defendants expressed to Plaintiff that
9 such unattractive female employees would have been fired on that basis but for their outstanding
10 work performance. Defendants also expressed that Plaintiff seek out only attractive females for
11 potential employment at the Dispensary, and not ones that were overweight or otherwise
12 unattractive. Plaintiff was not comfortable doing this and found it offensive and improper.

13 36. Many of the foregoing statutory Labor Code violations also resulted in violations
14 of various provisions of the Industrial Welfare Commission ("IWC") Wage Orders. Pursuant to
15 California Business and Professions Code Section 26065, the relevant IWC Wage Order No. 4-
16 2001, rather than No. 14-2001 for employees in the cannabis space.

17 37. Labor Code Section 219 (a) prohibits attempting to circumvent the payment of full
18 wages and other obligations imposed under Article I (Labor Code Sections 200-244) through any
19 contract, whether written, oral or implied. Additionally, Labor Code Section 432.5 prohibits
20 every employer from requiring any employee to agree in writing to any term or condition which
21 employer knows to be prohibit by law.

22 38. Labor Code Section 246 grants employees the right to accrue up to 24 hours of paid
23 sick days for every 12 months. Employees may accrue up to one hour for every thirty hours
24 worked until they reach 24 hours, or employers may utilize a different accrual method so long as
25 the employee has at least 24 hours of paid sick day available by the 120th calendar day of
26 employment. Plaintiff and other aggrieved employees were never provided sick time while they
27 were employed by Defendants. Labor Code Section 246(i) requires employers to provide notice
28 either on wage statements or in a separate writing on pay day. Plaintiff and other aggrieved

1 employees never received notice on pay day whether on pay stubs or other writings, that they had
2 access to sick days.

3 39. Labor Code Section 6401 requires that every employer shall furnish and use safety
4 devices and safeguards, and shall adopt and use practices, means, methods, operations, and
5 processes which are reasonably adequate to render such employment and place of employment
6 safe and healthful. Every employer shall do every other thing reasonably necessary to protect the
7 life, safety, and health of employees.

8 40. Labor Code Section 6403 prohibits (a) employer from failing to provide safety
9 devices and safeguards reasonably adequate to render the employment and place of employment
10 safe; (b) employer from failing to use methods and processes reasonably adequate to render the
11 employment and place of employment safe; and (c) employer from failing to do any other thing
12 reasonably necessary to protect the life, safety and health of employees.

13 41. Labor Code Section 6406 (d) prohibits employers from failing or neglecting to do
14 everything reasonably necessary to protect the life, safety and health of employees.

15 42. California Code of Regulations, Title 8 Section 3205 went into effect in November
16 2020. It requires at least the following: Under subpart (c): That employers establish, implement
17 and maintain an effective written COVID-19 Prevention Program, that contains (1) a system for
18 communicating that is readily understandable to employees; (2) a system for identifying and
19 evaluating COVID-19 hazards; (3) a system for investigating and responding to COVID-19 cases
20 in the workplace; (4) a system for the correction of COVID-19 hazards; (5) a system for training
21 and instructing employees; (6) a system for physical distancing; (7) a system and implementation
22 of providing face coverings; (8) a system of other engineering controls, administrative controls,
23 and personal protective equipment; (9) a system for reporting, recordkeeping and access.

24 43. Moreover, Section 3205 (c)(9)(C) requires the employer to maintain records of the
25 steps taken to implement the written COVID-19 Prevention Program. Under (c)(9)(D) the
26 employer must make the COVID-19 Prevention Program available to employees. Under (c)(9)(E)
27 the employer must keep record of all COVID-19 cases with the employee's name, contact
28

1 information, occupation, location where they worked, last date at the workplace, and date of
2 positive test.

3 44. Here, Defendants failed to establish, implement, maintain and enforce a compliant
4 written COVID-19 Prevention Program that is in a form readily understandable to employees.
5 Moreover, they have failed to maintain records of the steps taken to implement the written
6 COVID-19 Prevention Program. To the extent they had a COVID-19 Prevention Program it failed
7 to contain the required sections (1) a system for communicating that is readily understandable to
8 employees; (2) a system for identifying and evaluating COVID-19 hazards; (3) a system for
9 investigating and responding to COVID-19 cases in the workplace; (4) a system for the correction
10 of COVID-19 hazards; (5) a system for training and instructing employees; (6) a system for
11 physical distancing; (7) a system and implementation of providing face coverings; (8) a system
12 of other engineering controls, administrative controls, and personal protective equipment; (9) a
13 system for reporting, recordkeeping and access. As a result, Defendants violated Labor Code
14 Sections 6401, 6403, and 6406, by failing to provide the aggrieved employees with a safe and
15 healthful working environment with the appropriate face coverings, gloves, and properly
16 implementing a system to appropriately clean and disinfecting machinery, equipment, tools,
17 locker rooms and door knobs, buttons and switches and areas, the clock in and clock-out areas,
18 keyboards, and telephones, and things touched throughout the work day by the numerous
19 employees.

20 45. Labor Code Section 6401 requires that every employer shall furnish and use safety
21 devices and safeguards, and shall adopt and use practices, means, methods, operations, and
22 processes which are reasonably adequate to render such employment and place of employment
23 safe and healthful. Every employer shall do every other thing reasonably necessary to protect the
24 life, safety, and health of employees.

25 46. Labor Code Section 6403 prohibits (a) employer from failing to provide safety
26 devices and safeguards reasonably adequate to render the employment and place of employment
27 safe; (b) employer from failing to use methods and processes reasonably adequate to render the
28

1 employment and place of employment safe; and (c) employer from failing to do any other thing
2 reasonably necessary to protect the life, safety and health of employees.

3 47. Labor Code Section 6406 (d) prohibits employers from failing or neglecting to do
4 everything reasonably necessary to protect the life, safety and health of employees.

5 48. California Code of Regulations, Title 8 Section 3205 went into effect in November
6 2020. It requires at least the following: Under subpart (c): That employers establish, implement
7 and maintain an effective written COVID-19 Prevention Program, that contains (1) a system for
8 communicating that is readily understandable to employees; (2) a system for identifying and
9 evaluating COVID-19 hazards; (3) a system for investigating and responding to COVID-19 cases
10 in the workplace; (4) a system for the correction of COVID-19 hazards; (5) a system for training
11 and instructing employees; (6) a system for physical distancing; (7) a system and implementation
12 of providing face coverings; (8) a system of other engineering controls, administrative controls,
13 and personal protective equipment; (9) a system for reporting, recordkeeping and access.

14 49. Moreover, Section 3205 (c)(9)(C) requires the employer to maintain records of the
15 steps taken to implement the written COVID-19 Prevention Program. Under (c)(9)(D) the
16 employer must make the COVID-19 Prevention Program available to employees. Under (c)(9)(E)
17 the employer must keep record of all COVID-19 cases with the employee's name, contact
18 information, occupation, location where they worked, last date at the workplace, and date of
19 positive test.

20 50. Here, Defendants failed to establish, implement, maintain and enforce a compliant
21 written COVID-19 Prevention Program that is in a form readily understandable to employees.
22 Moreover, they have failed to maintain records of the steps taken to implement the written
23 COVID-19 Prevention Program. To the extent they had a COVID-19 Prevention Program it failed
24 to contain the following required sections (1) a system for communicating that is readily
25 understandable to employees; (2) a system for identifying and evaluating COVID-19 hazards; (3)
26 a system for investigating and responding to COVID-19 cases in the workplace; (4) a system for
27 the correction of COVID-19 hazards; (5) a system for training and instructing employees; (6) a
28 system for physical distancing; (7) a system and implementation of providing face coverings; (8)

1 a system of other engineering controls, administrative controls, and personal protective
2 equipment; (9) a system for reporting, recordkeeping and access. As a result, Defendants violated
3 Labor Code Sections 6401, 6403, and 6406, by failing to provide the aggrieved employees with a
4 safe and healthful working environment with the appropriate face coverings, gloves, and properly
5 implementing a system to appropriately clean and disinfecting machinery, equipment, tools,
6 locker rooms and door knobs, buttons and switches and areas, the clock in and clock-out areas,
7 keyboards, and telephones, and things touched throughout the work day by the numerous
8 employees.

9 51. Finally, Labor Code Section 6401.7 requires employers maintain effective injury
10 prevention programs, and timely correct unsafe and unhealthy conditions and practices, failing to
11 and provide with employee training obligations and record steps taken to implement injury
12 prevention programs. Defendants failed to comply with Labor Code Section 6401.7.

13 **ALTER-EGO ALLEGATIONS**

14 52. Based on information and belief, individual Defendant Edvin Mailyan maintains
15 such a unity of interest, domination and control, and ownership in Defendant Mountview, that the
16 separate personalities of the corporation Defendant Mountview on the one hand, and the
17 individual shareholder, Edvin Mailyan on the other hand, have ceased. Based on information and
18 belief, Defendant Mailyan treated the assets of the corporation as his own; failed to issue stock
19 certificates and failed to maintain corporate records and minutes or hold elections; commingled
20 assets of Defendant Mountview with that of Defendant Cannatopia.

21 53. Based on information and belief, if the acts of Defendant Mountview herein are
22 treated as those of the corporation alone, an inequitable result will follow because individual
23 shareholders will be able to use the corporate form to run roughshod over the California Labor
24 Code and cheat the State of California and Federal government out of massive amounts of payroll
25 taxes and workers' compensation premiums by misclassifying Plaintiff and other aggrieved
26 employees as independent contractors.

27 54. Based on information and belief, individual Defendant Mailyan maintains such a
28 unity of interest, domination and control, and ownership in Defendant Cannatopia, that the

1 separate personalities of the limited liability company Defendant Cannatopia on the one hand, and
2 the individual member, Defendant Mailyan on the other hand, have ceased. Based on information
3 and belief, Defendant Mailyan treated the assets of the corporation as his own; failed to issue
4 membership interests and failed to maintain company records and minutes or hold elections;
5 commingled assets of Defendant Mountview with that of Defendant Cannatopia.

6 55. Based on information and belief, if the acts of Defendant Cannatopia herein are
7 treated as those of the corporation alone, an inequitable result will follow because individual
8 members will be able to use the corporate form to run roughshod over the California Labor Code
9 and cheat the State of California and Federal government out of massive amounts of payroll taxes
10 and workers' compensation premiums by misclassifying Plaintiff and other aggrieved employees
11 as independent contractors.

12 56. Based on information and belief, Defendant Mailyan used entity Defendants
13 Cannatopia and Mountview as a single enterprise whereas both companies were in the same
14 business; whereas Defendants Cannatopia and Mountview conduct business from the same
15 physical address; whereas employees of Cannatopia believed they were employed by Defendant
16 Mountview; whereas the employees of Defendant Cannatopia reported to a location identified as
17 that of Defendant Mountview; whereas the same individuals acting as officers and managers of
18 Defendant Mountview are the same as Defendant Cannatopia. Thus, each entity Defendant is
19 merely an instrumentality or conduit of the other in the furtherance of a single enterprise, and they
20 are the alter ego of each other.

21 **FIRST CAUSE OF ACTION**

22 **(Non-Payment of Minimum Wage and Failure to Pay For All Time Worked – Labor Code**
23 **Section 1194, 1198, 200, and IWC Orders)**

24 **(Plaintiff Against Defendants)**

25 57. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
26 though fully set forth herein.
27
28

1 58. Labor Code Section 1194(a) provides that notwithstanding any agreement to work
2 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
3 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
4 of the full amount of this minimum wage or overtime compensation, including interest thereon,
5 reasonable attorneys' fees, and costs of suit.

6 59. Labor Code Section 200 defines wages as all amounts for labor performed by
7 employees of every description, whether the amount is fixed or ascertained by the standard of
8 time, task, piece, commission basis, or other method of calculation.

9 60. Labor Code Section 1198 makes it unlawful for employers to employ employees
10 under conditions that violate the Wage Orders. The relevant wage order defines hours worked as
11 the time during which an employee is subject to the control of an employer, and includes all the
12 time the employee is suffered or permitted to work, whether or not required to do so.

13 61. Plaintiff performed work for Defendants.

14 62. Plaintiff was paid less than the minimum wage and her hourly rate by Defendants
15 for hours worked off the clock. Plaintiff was also paid less than the minimum wage and her hourly
16 rate during the first 4 months of her employment. Plaintiff was also denied the split shift premium
17 required under the relevant IWC Wage Order.

18 63. As a proximate result of the aforementioned violations, Plaintiff has been damaged
19 in an amount according to proof at the time of trial, including liquidated damages under Section
20 1194.2 and penalties under Section 1197.1.

21 **SECOND CAUSE OF ACTION**

22 **(Non-Payment of Overtime Wage – Labor Code Sections 1194, 1198, 510 and IWC** 23 **Orders)**

24 **(Plaintiff Against Defendants)**

25 64. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
26 though fully set forth herein.

27 65. Plaintiff performed work for Defendants and worked overtime hours.

66. Defendants knew, or should have known that Plaintiff worked overtime, and that Plaintiff was not paid for the overtime. Specifically, that she was working off the clock time and also was working in excess of 8 hours a day, or 40 hours a week, without overtime compensation.

67. Plaintiff is also entitled to liquidated damages, fines and penalties under Labor Code Section 1194.2.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Breaks – Labor Code Sections 226.7 and 512(a) and IWC Wage Order)

(Plaintiff Against Defendants)

68. Plaintiff realleges and incorporates by reference all the preceding paragraphs as though fully set forth herein.

69. At all relevant times, the IWC Order and Labor Code Sections 226.7 and 512(a) were in effect and applicable to Defendants.

70. At all relevant times, Defendants failed to provide Plaintiff with duty free meal periods in accordance with Labor Code Sections 226.7 and 512(a) and the IWC Order. In some instances, she was interrupted during her meals, while in other instances, she was given meal period beyond the time window provided by law – not before the end of the fifth hour.

71. At all relevant times, Defendants intentionally and willfully failed to compensate Plaintiff with one additional hour of pay at her normal regular rate of pay for meal periods that were not provided in accordance with California Labor Code Sections 226.7 and 512(a) and applicable IWC Order.

72. Defendants' conduct violates the applicable IWC Order and California Labor Code Sections 226.7 and 512(a), and Plaintiff is thus entitled to recover from Defendants one additional hour of pay at his regular rate for each workday that a compliant meal period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Failure to Provide Rest Breaks – Labor Code Section 226.7 and IWC Wage Order)**

3 **(Plaintiff Against Defendants)**

4 73. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
5 though fully set forth herein.

6 74. Labor Code Section 226.7 and the applicable IWC Wage Order provide that every
7 employer shall authorize and permit all employees to take rest breaks, which in so far as
8 practicable shall be in the middle of each work period and that the rest period time shall be based
9 on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or
10 major fraction thereof unless the total daily work time is less than three- and one-half hours.

11 75. At all relevant times, Defendants regularly failed to authorize and permit Plaintiff
12 to take duty-free rest periods in accordance with California Labor Code Section 226.7 and the
13 applicable IWC Wage Order. In particular, Defendants required Plaintiff to work four or more
14 hours without authorizing or permitting a ten-minute rest period per each four-hour period or
15 major fraction thereof worked.

16 76. Further, at all relevant times, Defendants failed to compensate Plaintiff premium
17 pay of one additional hour of pay at their regular pay rate for rest periods that were not provided
18 in accordance with Labor Code Section 226.7 and the applicable IWC Wage Orders.

19 77. Defendants' conduct violates the applicable IWC Wage Order and Labor Code
20 Section 226.7. Consequently, pursuant to the IWC Order and Labor Code Section 226.7, Plaintiff
21 is entitled to recover from Defendants one additional hour of pay at her regular rate of pay for
22 each workday that a rest period was not provided.

23 **FIFTH CAUSE OF ACTION**

24 **(Wages Not Timely Paid During Employment – Labor Code Sections 204 and 210)**

25 **(Plaintiff Against Defendants)**

26 78. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
27 though fully set forth herein.
28

79. Labor Code Section 204 provides that all wages earned by an employee for labor performed between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the work was performed. Section 204 also provides that all wages earned by any employee for labor performed between the 16th day and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st day and 10th day of the following month. The section further provides that all wages earned for labor in excess of the normal week period shall be paid no later than the payday for the next regular payroll period.

80. Defendants intentionally and willfully failed to pay Plaintiff all wages earned and due to her, within the time permitted under Labor Code Section 204.

81. Labor Code Section 210 authorizes the following civil penalties for violation of Labor Code Section 204, which are in addition to, and entirely independent and apart from, any other civil or criminal penalties: “(1) for any initial violation, or any willful or intentional violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” The penalties enumerated in Labor Code Section 210 may be recovered in a private civil action. California Labor Code Section 210(b). Thus, Plaintiff is therefore entitled to recover civil penalties pursuant to Labor Code Sections 210 and 218 and all other remedies available for Defendants’ violating Labor Code Section 204.

SIXTH CAUSE OF ACTION

(Final Wages Not Timely Paid – Labor Code Sections 201, 202 and 203)

(Plaintiff Against Defendants)

82. Plaintiff realleges and incorporate by reference all the preceding paragraphs as though fully set forth herein.

83. California Labor Code Sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of the discharge are due and payable

1 immediately, and if an employee quits his or her employment, his or her wages shall become due
2 and payable not later than seventy-two (72) hours thereafter, unless the employee has given
3 seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is
4 entitled to his or her wages at the time of quitting.

5 84. At all relevant times, Defendants intentionally and willfully failed to pay Plaintiff
6 all her earned and unpaid wages at the time she was terminated, in violation of California Labor
7 Code Sections 201 and 202.

8 85. California Labor Code Section 203 provides that if an employer willfully fails to
9 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
10 continue as a penalty from the due date thereof at the same rate until paid or until an action is
11 commenced; but the wages shall not continue for more than thirty (30) days.

12 86. Accordingly, Plaintiff is entitled to recover from Defendants the statutory penalty
13 wages for each day she was not paid, up to a thirty (30) day maximum pursuant to Section 203.

14 **SEVENTH CAUSE OF ACTION**

15 **(Unlawful Wage Deductions – Labor Code Section 224)**

16 **(Plaintiff Against All Defendants)**

17 87. Plaintiff realleges and incorporate by reference all the preceding paragraphs as
18 though fully set forth herein.

19 88. California Labor Code Section 224 prohibits any deduction from an employee's
20 wages which is not either authorized by the employee in writing or permitted by law, and any
21 employer who resorts to self-help does so at its own risk as an objective test is applied to determine
22 whether the loss was due to dishonesty, willfulness, or a grossly negligent act. Thus, employers
23 cannot legally make deductions of an employee's wages if, by reason of mistake or accident a
24 cash shortage, breakage, or loss of company property/equipment occurs. California courts have
25 held that losses occurring without any fault on the part of the employee or that are merely the
26 result of simple negligence are inevitable in almost any business operation and thus, the employer
27 must bear such losses as a cost of doing business. Under this regulation, a simple accusation does
28 not give the employer the right to make the deduction.

1 89. Plaintiff on numerous occasions experienced wage deductions (or threats thereof)
2 because of products that were damaged or broken due to an accident, or for income shortages
3 resulting from a transactional error. These wage deductions were made without Plaintiff's
4 authorization. Plaintiff observed this to be a routine practice that was applied to all of Defendants'
5 employees at the Dispensary. For example, if a broken item was found then all the employees
6 must collectively chip-in to pay for the item unless the employee responsible for the damage came
7 forward to take responsibility. Such practices are in violation of Labor Code Section 224.

8 90. Defendants' unlawful practice of wage deductions impacted the net wages received
9 by Plaintiff, not only for the pay period in which such deductions were made, but also all
10 subsequent pay periods because of the resulting inaccurate increase of the "Year to Date
11 Compensation" leading to inaccurate withholding, deductions, and inaccurate wage statements.

12 91. Accordingly, Plaintiff is entitled to recover from Defendants the full amount of all
13 unlawful wage deductions by made by Defendants, plus interest, reasonable attorneys' fees, and
14 costs of suit and penalties.

15 **EIGHTH CAUSE OF ACTION**

16 **(Failure to Indemnify for Business Expenses – LAB. CODE §§ 2800 & 2802)**

17 **(Plaintiff Against All Defendants)**

18 92. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
19 though fully set forth herein.

20 93. Cal. Lab. Code §2802(a) provides in relevant part that: "An employer shall
21 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
22 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
23 directions of the employer...."

24 94. Pursuant to California Labor Code Sections 2800 and 2802, Defendants were
25 required to reimburse Plaintiff for all necessary expenditures incurred by Plaintiff in direct
26 consequence of the discharge of her job duties or incurred at the direction of Defendants.
27
28

1 95. Plaintiff incurred necessary business-related expenses and costs that were not fully
2 reimbursed by Defendant, including but not limited to mileage and gas for travel to and from the
3 Dispensary, and use of her personal cell phone

4 96. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover from Defendants the
5 full amount of the expenses she incurred in the performance of their job duties, plus interest,
6 reasonable attorneys' fees, and costs of suit, and penalties.

7 **NINTH CAUSE OF ACTION**

8 **(Non-Compliant Wage Statements – Labor Code Sections 226(a) and 226.3)**

9 **(Plaintiff Against Defendants)**

10 97. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
11 though fully set forth herein.

12 98. California Labor Code Section 226(a) provides that every employer shall furnish
13 each employee an accurate itemized statement in writing showing: (1) gross wages earned; (2)
14 total hours worked by the employee; (3) the number of piece-rate unites earned and any applicable
15 piece rate if the employee is paid on a basis; (4) all deductions, provided that all deductions made
16 on written orders of the employee may be aggregated and shown as one item; (5) net wages
17 earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the
18 employee and his or her social security number; (8) the name and address of the legal entity that
19 is the employer; and (9) all applicable hourly rates in effect during the pay period and the
20 corresponding number of hours worked at each hourly rate by the employee. The deductions
21 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
22 showing the month, day, and year and a copy of the statement or a record of the deductions shall
23 be kept on file by the employer for at least three years at the place of employment or at a central
24 location within the State of California.

25 99. At all relevant times, Defendants intentionally and willfully failed to provide
26 Plaintiff with complete and accurate wage statements as required by Labor Code Section 226, and
27 failed to provide wage statements whatsoever at the time of paying wages.
28

100. As a result of Defendants' violations of California Labor Code Section 226(a), Plaintiff suffered injuries and damages, including confusion over whether she received all wages earned and owed, difficulty and expense involved in reconstructing pay records, and forcing her to make mathematical computations to analyze whether the wages paid in fact properly compensated her.

101. Accordingly, Plaintiff is entitled to recover from Defendants the greater of her actual damages caused by Defendants' failure to comply with Section 226(a), or an aggregate penalty not exceeding \$4,000 and other penalties and fines.

TENTH CAUSE OF ACTION

(Failure to Keep Accurate Payroll Records – Labor Code Sections 1174(d) and 1174.5)

(Plaintiff Against Defendants)

102. Plaintiff realleges and incorporates by reference all the preceding paragraphs as though fully set forth herein.

103. Pursuant to California Labor Code Section 1174(d), an employer shall keep, 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 employees employed at the respective plants or establishments. These records shall be kept on file for not less than two years. And Section 1174(d) also states that an employer shall not prohibit an employee from maintaining a personal record of hours worked.

104. At all relevant times, Defendants intentionally and willfully failed to keep accurate and complete payroll records showing the actual daily hours worked and the proper wages to be paid to Plaintiff.

105. As a result of Defendants' violation of California Labor Code Section 1174(d), Plaintiff has suffered injuries and damages, including confusion over whether she received all wages earned and owed to her, difficulty and expense involved in reconstructing pay records, and forcing her to make mathematical computations to analyze the wages paid were accurate. Additionally, Plaintiff has been injured by Defendants' intentional and willful violation of California Labor Code Section 1174(d) because she was denied both the legal right to receive,

1 and the protected interest in receiving, accurate payroll records pursuant to Labor Code Section
2 1174(d).

3 106. Labor Code Section 1174.5 provides that any person employing labor who willfully
4 fails to maintain accurate and complete records as required by Labor Code Section 1174(d) shall
5 be subject to a civil penalty in the amount of \$500.

6 107. Accordingly, Plaintiff is entitled to recover a civil penalty in the amount of \$500
7 pursuant to Labor Code Section 1174.5 and all other remedies.

8 **ELEVENTH CAUSE OF ACTION**

9 **(FEHA – Hostile Work Environment Harassment – Conduct Directed at Others)**

10 **(Plaintiff Against All Defendants)**

11 108. Plaintiff realleges and incorporates by reference all the preceding paragraphs as
12 though fully set forth herein.

13 109. Defendants employed Plaintiff until October 2020.

14 110. Defendants fostered an offensive, hostile or abusive work environment that was
15 degrading and objectifying to women, including Plaintiff. Defendants regularly made disparaging
16 statements to Plaintiff regarding certain female employees that Defendants found to be
17 unattractive due to their physical features including their dark skin tone and/or other undesirable
18 physical features. Defendants expressed to Plaintiff that such unattractive female employees
19 would have been fired on that basis but for their outstanding work performance. Defendants also
20 expressed that Plaintiff seek out only attractive females for potential employment at the
21 Dispensary, and not ones that were overweight or otherwise unattractive. Plaintiff was not
22 comfortable doing this and found it offensive and improper.

23 111. Defendants' conduct was pervasive and disturbed Plaintiff's emotional state and
24 sense of well-being at the workplace.

25 112. A reasonable person in Plaintiff's circumstances would have considered the work
26 environment to be hostile, intimidating, offensive, oppressive, or abusive towards women.
27 Plaintiff did consider the work environment to be hostile, intimidating, offensive, oppressive or
28 abusive towards women.

113. Plaintiff was harmed and Defendants' conduct was a substantial factor in causing Plaintiff harm. Such harm includes loss of earnings and employment benefits, humiliation, emotional distress, and mental pain and anguish all in an amount to be determined at trial according to proof.

114. Defendants' conduct described herein in was intended to cause injury. Defendants' conduct was willful and consciously disregarded Plaintiff's rights and subjected her to unjust hardship so as to constitute malice or oppression under California Civil Code Section 3294, thereby entitling Plaintiff to punitive and exemplary damages in an amount appropriate to punish or set an example of Defendant.

115. Plaintiff also incurred and continues to incur attorney's fees and legal expenses in an amount to be determined.

TWELFTH CAUSE OF ACTION

(FEHA – Hostile Work Environment Harassment – Widespread Sexual Favoritism)

(Plaintiff Against All Defendants)

116. Plaintiff realleges and incorporates by reference all the preceding paragraphs as though fully set forth herein.

117. Defendants employed Plaintiff until October 2020.

118. Defendants fostered sexual favoritism in the work environment. Defendants favored attractive female employees over others when it came to hiring practices and instructed or encouraged its employees to do the same. Plaintiff routinely was instructed by Defendants to solicit attractive female customers for employment at the Dispensary. Defendants also favored attractive female employees when it came to treatment at the workplace. Defendants regularly made disparaging statements to Plaintiff regarding certain female employees that Defendants found to be unattractive due to their physical features including dark skin tone. Defendants expressed to Plaintiff that such unattractive female employees would have been fired on that basis but for their outstanding work performance.

119. Defendants' conduct was widespread, pervasive and disturbed Plaintiff's emotional state and sense of well-being at the workplace.

120. A reasonable person in Plaintiff's circumstances would have considered the work environment to be hostile, intimidating, offensive, oppressive, or abusive towards women. Plaintiff did consider the work environment to be hostile, intimidating, offensive, oppressive or abusive towards women.

121. Plaintiff was harmed and Defendants' conduct was a substantial factor in causing Plaintiff harm. Such harm includes loss of earnings and employment benefits, humiliation, emotional distress, and mental pain and anguish all in an amount to be determined at trial according to proof.

122. Defendants' conduct described herein in was intended to cause injury. Defendants' conduct was willful and consciously disregarded Plaintiff's rights and subjected her to unjust hardship so as to constitute malice or oppression under California Civil Code Section 3294, thereby entitling Plaintiff to punitive and exemplary damages in an amount appropriate to punish or set an example of Defendant.

123. Plaintiff also incurred and continues to incur attorney's fees and legal expenses in an amount to be determined.

THIRTEENTH CAUSE OF ACTION

(Constructive Discharge In Violation Of Public Policy)

(Plaintiff Against Defendants)

124. Plaintiff hereby incorporates by reference the allegations in the above paragraphs of this Complaint as though fully set forth herein.

125. Defendants employed Plaintiff at all relevant times.

126. Defendants subjected Plaintiff to working conditions that violated public policy, such as demanding she perform work off the clock, attend nighttime meetings at the workplace off the clock, perform overtime work without compensation, handle work-related matters after hours via her personal cell phone, not receiving sick days, not being indemnified for expenses, and being subject to unlawful wage deductions and threats thereof.

127. Plaintiff was also subject to unsafe work conditions at the Dispensary including poor air quality caused by moldy walls and leaking freon gas. On more than one occasion,

1 Plaintiff experienced symptoms consistent with poor indoor air quality while working at the
2 Dispensary, including sickness, fatigue and nausea.

3 128. Plaintiff was subject to unsafe working conditions in regards to COVID-19.
4 Defendants had no safety measures or safe guards in place to reduce the risks associated with
5 COVID-19. Defendants knew that certain employees were engaging in high-risk activities,
6 including going out to bars and nightclubs, such that they could be infecting other employees at
7 the workplace. This made Plaintiff very uncomfortable. Employees, including Plaintiff,
8 expressed concerns regarding COVID-19 safety issues, but were ignored. When Defendants
9 discovered that an employee tested positive for COVID-19, they failed to inform the other
10 employees (including Plaintiff) or take any remedial measures, and instead concealed it. After a
11 week or two, a concerned employee with knowledge of the matter informed the other employees
12 via group chat. However, Defendants still failed to take any remedial measures. Plaintiff feared
13 her health was at risk and was afraid to continue working.

14 129. Plaintiff was also subject to and asked to participate in discriminatory employment
15 practices. Defendants regularly made disparaging statements to Plaintiff regarding certain female
16 employees that Defendants found to be unattractive due to their physical features including their
17 dark skin tone and/or other undesirable physical features. Defendants expressed to Plaintiff that
18 such unattractive female employees would have been fired on that basis but for their outstanding
19 work performance. Defendants also expressed that Plaintiff seek out attractive females for
20 potential employment at the Dispensary. Plaintiff was not comfortable doing this and found it
21 offensive and improper.

22 130. Defendants intentionally created these working conditions that were so intolerable,
23 that a reasonable person in Plaintiff's position would have had no reasonable alternative except
24 to resign. Plaintiff resigned because of said conditions.

25 131. The working conditions and constructive discharge were a substantial factor in
26 causing Plaintiff economic damages and lost wages, both past and future, and suffering emotion
27 and mental distress, all in a sum to be proven and determined at trial.
28

1 132. Defendants' conduct was willful and consciously disregarded Plaintiff's rights and
2 subjected her to unjust hardship so as to constitute malice, oppression or fraud under California
3 Civil Code Section 3294, thereby entitling Plaintiff to punitive and exemplary damages in an
4 amount appropriate to punish or set an example of Defendants.

5
6 **FOURTEENTH CAUSE OF ACTION**

7 **(Violation Labor Code Section 2698, *et seq.* California Private Attorneys General Act –**
8 **("PAGA")**
9 **(Against all Defendants)**

10 133. Plaintiff hereby incorporates by reference the allegations in the above paragraphs
11 of this Complaint as though fully set forth herein.

12 134. PAGA permits an "aggrieved employee" to bring a civil action on behalf of him or
13 herself and on behalf of all other aggrieved employees to recover civil penalties for an employer's
14 violation of sections enumerated in Labor Code Section 2699.5 and 2699.3. An "aggrieved
15 employee" is defined in Labor Code Section 2699, subdivision (c), as "any person who was
16 employed by the alleged violator and against whom one or more of the alleged violations was
17 committed."

18 135. Plaintiff and other aggrieved employees are "aggrieved employees" as defined by
19 California Labor Code Section 2699, subdivision (c) because they are all current or former
20 employees of Defendants and were subject to Defendants' violations of various labor code
21 sections.

22 136. Plaintiff satisfied the requirements of Labor Code Section 2699.3 (a)(1)(A) and
23 (a)(1)(B). Additionally, the LWDA and Cal-OSHA provided no notice it was investigating the
24 violations within 65 days of postmark date of the notice provided in Section 2699.3 (a)(1)(A).

25 137. Plaintiff and other aggrieved employees were subject to violations of the following
26 Labor Code Sections, entitling them to penalties under PAGA: Labor Code Sections 201, 202,
27 203, 204, 218, 224, 226(a), 226.3, 226.7, 226.8, 246, 248.5, 256, 351, 510, 558, 1194, 1197.1,

1 1198, 1199, 2802, 6400, 6401, 6401.7, 6402, 6403, 6404, 6406 and 6407. In particular,
2 Defendants' unlawful policies, practice, and procedures comprising the violations include:

3 a. Defendants' willful misclassification of both exempt and non-exempt
4 aggrieved employees and Plaintiff as independent contractors in violation of Labor Code
5 Section 226.8;

6 b. Defendants' failure to pay legally required regular and overtime wages to
7 Plaintiff and other non-exempt aggrieved employees in violation of Labor Code Sections
8 510, 1194 and 1198 and the IWC Wage Orders, including split shift premiums under the
9 relevant IWC Wage Order;

10 c. Defendants' failure to provide Plaintiff and other non-exempt aggrieved
11 employees with meal and rest periods compliant with Labor Code Sections 226.7 and 512,
12 or pay premium rates for non-compliant or missed meal or rest breaks;

13 d. Defendants' failure to pay Plaintiff and other non-exempt aggrieved
14 employees all wages due and earned during employment and at the time of their
15 resignations or termination in violation of Labor Code Sections 201, 202, 203, and 204;

16 e. Defendants' failure to pay final pay Plaintiff and aggrieved employees at
17 the proper location and time in violation of Labor Code Section 208;

18 f. Defendants' failure to provide complete and accurate wage statements at the
19 time of payment of wages to Plaintiff and the exempt and non-exempt aggrieved employees
20 in violation of Labor Code Section 226(a) and 226.3;

21 g. Defendants' failure to keep complete and accurate payroll records relating
22 to Plaintiff and other non-exempt aggrieved employees, in violation of Labor Code Section
23 1174 (d);

24 h. Defendants' failure to reimburse necessary business-related expenses and
25 costs to Plaintiff and the other exempt and non-exempt employees in violation of Labor
26 Code Sections 2800 and 2802;

1 i. Defendants' violating Labor Code Section 1198, 1199, and 558, and 558.1
2 as to Plaintiff and other non-exempt aggrieved employees by violating certain labor code
3 sections and the IWC Wage Orders.

4 j. Defendants' failure to provide Plaintiff and aggrieved employees with paid
5 sick leave and provide notice of same in violation of Labor Code Section 246 and 248.5;

6 k. Defendants' failure to provide Plaintiff and aggrieved employees a safe and
7 healthful working environment for failure to implement and maintain a written COVID-19
8 Prevention Program in violation of Labor Code Sections 6400, 6402, 6404, and 6407;

9 l. Defendants' failure to provide Plaintiff and aggrieved employees proper
10 safety equipment and protect employee health care for failure to implement and maintain a
11 written COVID-19 Prevention Program in violation of Labor Code Sections 6401, 6403,
12 and 6406;

13 m. Defendants' failure to maintain and implement injury prevention programs
14 for Plaintiff and aggrieved employees.

15 1. Accordingly, Plaintiff and the aggrieved employees are entitled to penalties against
16 Defendants under Labor Code Section 2699(f) as well as attorneys' fees and costs pursuant to
17 Labor Code Section 2699(g) and Code of Civil Procedure Section 1021.5.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, as
20 follows:

- 21 1. For general and special damages according to proof but not less than \$500,000;
 - 22 2. For pre-judgment interest as permitted by law including Labor Code Section 218.6
23 and Civil Code 3287;
 - 24 3. For all penalties and liquidated damages permitted under the California Labor
25 Code, including but not limited to Sections 203, 210, 226, 226.3, 226.8, 1174.5,
26 1194.2 and 1197.1, 1102.5, 98.6, and 2699(f);
 - 27 4. For exemplary, and punitive damages;
- 28

5. For attorney's fees under at least the following statutes: Labor Code Sections 218.5, 226, 226.7, 1174, 1174.5, 1198.5, 1194, 1102.5, 2699(g), and Code of Civil Procedure Section 1021.5;
6. For the costs of the suite herein;
7. Reinstatement of Plaintiff's employment; and
8. For such other and further relief as this Court may deem just and proper.

DATED: August 18, 2021

SHALCHI BURCH LLP

By: /Ali Shalchi/
Ali Shalchi, Esq.
Attorneys for Plaintiff Angelica Alvarado