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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

KIM TAYLOR LE, an individual, on behalf of
the State of California, as a private attorney
general, and on behalf all other similarly
aggrieved employees,

Plaintiff,

v.

CRESCO LABS, INC.; CRESCO LABS, SLO,
LLC, a California Limited Liability Company;
CRESCO LABS, LLC; JDRC MANAGED
SERVICES, LLC; and DOES 1-50, inclusive,

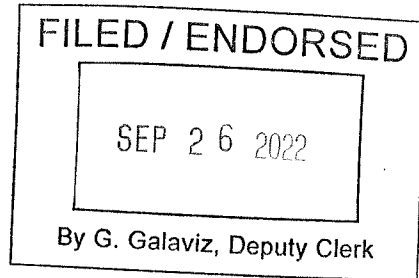
Defendants.

CASE NO.: 34-2021-00307088

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM WAGES;
- (2) FAILURE TO PAY ALL OVERTIME WAGES;
- (3) MEAL PERIOD VIOLATIONS;
- (4) REST PERIOD VIOLATIONS;
- (5) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES;
- (6) WAGE STATEMENT VIOLATIONS;
- (7) FAILURE TO KEEP PAYROLL RECORDS;
- (8) WAITING TIME PENALTIES;
- (9) FAILURE TO TIMELY PAY WAGES;
- (10) UNFAIR COMPETITION; and
- (11) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, *et seq.*)

DEMAND FOR JURY TRIAL



BY FAX

1 Plaintiff Kim Taylor Le (“Plaintiff”) on behalf of herself, and all other similarly situated non-
2 exempt employees, alleges and complains of Defendants Cresco Labs, Inc., Cresco Labs SLO, LLC,
3 Cresco Labs, LLC, JDRC Managed Services, LLC, and DOES 1 to 50 (collectively, “Defendants”)
4 and each of them, as follows:

5 **INTRODUCTION**

6 1. Defendants cultivate, manufacture, and sell retail and medical cannabis products in
7 California and across the United States. Defendants are one of the largest vertically integrated multi-
8 state cannabis operators in the United States and employ hundreds of non-exempt employees to work
9 in its facilities across California.

10 2. Plaintiff does not know the true names or capacities, whether individual, partner, or
11 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
12 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
13 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
14 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or
15 corporate, were responsible in some manner for the acts and omissions alleged herein, and
16 proximately caused Plaintiff and the aggrieved employees to be subject to the unlawful employment
17 practices, wrongs, injuries and damages complained of herein.

18 3. Plaintiff is informed, and believes, and thereon allege, that at all times mentioned
19 herein, Defendants were and are the employers of Plaintiff and similarly situated non-exempt
20 employees.

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

5. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint employer, co-employer, joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint employer, co-employer, joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff, and all similarly situated non-exempt employees.

6. As set forth below, Plaintiff alleges that Defendants have had a uniform payroll practice/policy that failed to account for off-the-clock time spent (1) undergoing Covid-19 screenings and (2) donning/doffing personal protective equipment. As a result, Plaintiff and other non-exempt employees were not paid for all hours worked, including all minimum and overtime wages. Plaintiff further alleges that Defendants' meal and rest period policies and practices failed to provide her and all other similarly situated employees with compliant/timely meal and rest periods, or premium wages at the appropriate "regular rate of pay."

7. As a result, Plaintiff alleges that Defendants failed to provide non-exempt employees with accurate written itemized wage statements and failed to timely pay all final wages upon separation of employment. Finally, Plaintiff alleges that Defendants failed to reimbursement non-exempt employees for all necessary business expenses. Based on these alleged Labor Code violations, Plaintiff now brings this class and representative action to recover unpaid wages, restitution, penalties, and other related relief on behalf of herself and all others similarly situated.

JURISDICTION AND VENUE

8. Plaintiff, on behalf of herself and all other similarly situated non-exempt employees hereby brings this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 510, 512, 516, 551, 552, 558, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800-2802, 2810.5. and all applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to seeking declaratory relief and restitution pursuant to California Business and Professions Code § 17200, *et. seq.* This class action is brought pursuant to California Code of Civil Procedure § 382.

9. This Court has jurisdiction over Defendants' violations of the California Labor Code and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional

1 minimum.

2 10. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
3 §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in the City of
4 Sacramento, County of Sacramento. Defendants own, maintain offices, transact business, have an
5 agent or agents within the County of Sacramento, and/or otherwise are found within the County of
6 Sacramento, and Defendants are within the jurisdiction of this Court for purposes of service of
7 process.

8 **PARTIES**

9 11. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is a
10 California resident residing in the State of California. Defendants employed Plaintiff as a non-exempt
11 employee in Sacramento, California in the County of Sacramento.

12 12. Plaintiff is informed and believes and thereon alleges that Defendants are authorized to
13 and doing business in Sacramento, California, and is and/or were the legal employer of Plaintiff and
14 the Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of
15 Defendants' policies and/or practices complained of herein and has been deprived of the rights
16 guaranteed to her by California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 510,
17 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194(d), 1194.2, 1197, 1197.1, 1198, 1199,
18 2800-2802, 2810.5. and California Business and Professions Code § 17200 *et seq.*, and all applicable
19 Wage Orders.

20 13. Plaintiff is informed and believes, and based thereon alleges, that during the four years
21 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
22 do) business in the State of California, County of Sacramento.

23 14. Plaintiff does not know the true names or capacities, whether individual, partner, or
24 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
25 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
26 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
27 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or
28 corporate, were responsible in some manner for the acts and omissions alleged herein, and

1 proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices
2 alleged herein.

3 15. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
4 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all
5 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
6 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of
7 them, were the agents, servants, and employees of each and every one of the other Defendants, as
8 well as the agents of all Defendants, and at all times herein mentioned were acting within the course
9 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
10 and/or otherwise ratified each and every one of the acts or omissions complained of herein.

11 16. At all times mentioned herein, Defendants, and each of them, were members of and
12 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
13 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
14 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
15 Classes.

16 **COMMON FACTUAL ALLEGATIONS**

17 17. Defendants are a cannabis business cultivating, packaging, and selling medical and
18 retail cannabis across the United States and in California. Defendants employed Plaintiff as a non-
19 exempt employee. Plaintiff and other non-exempt employees were responsible for all aspects of
20 Defendants' cultivation, manufacturing, and sales of cannabis across the State of California.

21 18. At all relevant times, Defendants required Plaintiff and other non-exempt employees
22 to undergo COVID-19 screenings at the beginning of each shift. Plaintiff and other non-exempt
23 employees were also required to don and doff personal protective equipment ("PPE") while off-the-
24 clock and prior to their scheduled shifts. However, Defendants failed to compensate Plaintiff and
25 non-exempt employees for the time spent undergoing temperature screening and donning and doffing
26 PPE because the temperature screenings and donning and doffing were performed off-the-clock.
27 Thus, Defendants failed to pay Plaintiff minimum and overtime wages for all hours worked.

1 19. As a result of Defendants' uniform Covid-19 screening procedures, and PPE
2 policies/practices, Plaintiff and other non-exempt employees were not fully compensated for all hours
3 they were subject to the control of Defendants. As such, Defendants systematically failed to pay
4 Plaintiff and other non-exempt employees for all hours worked and minimum and overtime wages
5 due. *See Frlekin v. Apple, Inc.* (2020) 8 Cal.5th 1038, which held that employees "must be paid"
6 during security checks since "it is clear that [employees] are subject to [the employer's] control while
7 awaiting, and during, [the] exit searches." *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829
8 (California law "do[es] not allow employers to require employees to routinely work for minutes off
9 the clock without compensation").

10 20. Additionally, at all relevant times, Plaintiff and other non-exempt were subject to
11 Defendants' practice of rounding time punches for the purposes of recording "hours worked" and/or
12 time spent on meal periods. As a result, Plaintiff and other non-exempt employees were not fully
13 compensated for all hours they were subject to the control of Defendants. As such, Defendants
14 systematically failed to pay Plaintiff and other non-exempt employees for all hours worked and
15 minimum and overtime wages due.

16 21. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
17 by an applicable state or local law, or by an order of the commission a civil penalty, restitution of
18 wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed,
19 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
20 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
21 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
22 underpaid regardless of whether the initial violation is intentionally committed.

23 22. As a result, the non-exempt employees were not paid for all hours actually worked in
24 violation of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

25 23. As a further result of these policies and practices, Plaintiff and other non-exempt
26 employees were not paid all overtime at the minimum legal rate. Labor Code § 510 requires an
27 employer to compensate an employee who works more than eight (8) hours in one workday, forty
28 (40) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day, no

1 less than one and one-half times (1 1/2) the regular rate of pay. In addition, Labor Code § 510 obligates
2 employers to compensate employees at no less than twice the regular rate of pay when an employee
3 works more than twelve (12) hours in a workday or more than eight (8) hours on the seventh
4 consecutive day of work. Pursuant to Section 3 of the applicable Wage Orders, non-exempt
5 employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in
6 any workweek unless the employee receives one and one-half (1.5) times such employee's regular
7 rate of pay for all hours worked over 40 hours in the workweek.

8 24. Furthermore, at all relevant times, Plaintiff and other non-exempt employees were not
9 properly paid at the correct overtime rate for all overtime hours worked due to Defendants' uniform
10 failure to include all forms of compensation/renumeration, including, but not limited to, non-
11 discretionary bonus payments in calculating the regular rate of pay for purposes of overtime
12 compensation.

13 25. Under the California Labor Code (as well as the FLSA), courts have held that regularly
14 paid non-discretionary pay, including commissions and bonuses must be included in determining an
15 employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v. The Americana*
16 *Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be
17 included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F. Supp. 2d 1042,
18 1055-1057 (C.D. Cal. 2006); See Labor Commissioner's Office FAQ on "Overtime",
19 https://www.dir.ca.gov/dlse/FAQ_Overtime.htm)

20 26. At all relevant times, Defendants consistently paid non-exempt employees non-
21 discretionary bonuses as well as hourly pay, however these bonuses and other payments were
22 uniformly omitted when calculating non-exempt employees' "regular rate of pay" for overtime
23 purposes

24 27. By their policy of requiring Plaintiff and the other non-exempt employees to work in
25 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
26 them at the rate of one-half (1.5) their regular rate of pay, and twice the regular rate for shifts more
27 than twelve (12) hours, Defendants willfully violated the provisions of Labor Code § 510 and the
28 applicable Wage Orders.

1 28. Accordingly, to the extent permitted by law, Plaintiff and other non-exempt employees
2 are entitled to recover liquidated damages for violations of Labor Code § 1197.1. Based upon these
3 same factual allegations, Plaintiff and the other non-exempt employees are entitled to unpaid wages
4 and penalties under Labor Code §§ 1197.1, 1199.

5 29. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
6 fully compliant 30-minute off-duty meal periods as mandated by the California Labor Code. Plaintiff
7 and other non-exempt employees were not provided bona fide meal periods because the time they
8 spent doffing and donning PPE while off-the-clock resulted in their meal period being less than 30
9 minutes in length. Indeed, Defendants provided Plaintiff and other non-exempt employees with
10 exactly 30 minutes for meal periods, but the 30-minute period was inclusive of the time it took to don
11 and doff PPE. Furthermore, because Defendants required non-exempt employees to undergo a
12 temperature screening, while off the clock, non-exempt employees were regularly not afforded first
13 meal periods before the end of the fifth hour of work.

14 30. Additionally, at all relevant times, when Plaintiff and other non-exempt employees
15 worked in excess of 10.0 hours in a shift, they were not allowed and permitted to take a mandated
16 and timely second meal period before the end of the tenth hour of work in violation of the Labor Code
17 and applicable Wage Orders.

18 31. Further, Plaintiff and other non-exempt employees were not provided meal period
19 premiums for their missed or non-compliant meal periods. Accordingly, due to Defendants' uniform
20 policies/practices, Plaintiff and other non-exempt employees were also regularly denied legally
21 compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage
22 Orders.

23 32. Next, at all relevant times, Plaintiff and other non-exempt employees were also not
24 provided with 10 minutes of net rest period time for every 4 hours worked, or major fraction thereof
25 as mandated by California law. Plaintiff and other similarly situated employees were often unable to
26 take their rest breaks due to the demands of the job. Thus, Plaintiff and other similarly situated
27 employees were not provided rest periods of 10 minutes time for every 4 hours worked, or major
28 fraction thereof. Further, on occasions when Plaintiff and other similarly situated employees worked

1 in excess of 10.0 hours in a shift, Defendants failed to authorize and/or permit a code-compliant third
2 mandated rest break.

3 33. In addition, Defendants have had a policy/practice that prevented Plaintiff and other
4 non-exempt employees from leaving the work premises during rest periods, thereby exercising
5 control over similarly situated employees during their rest periods in violation of the Labor Code.

6 34. Under the applicable Wage order, an employer must authorize and permit all employees
7 to take ten (10) minute duty free rest periods relieved of all duties for every major fraction of four
8 hours worked. This includes a third rest period for shifts in excess of 10.0 hours in a workday. See
9 *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that “during rest
10 periods employers must relieve employees of all duties and relinquish control over how employees
11 spend their time.”]. In *Augustus*, the court expressly rejected the employer’s assertion that it could
12 provide an on-duty rest period to employees who worked as security guards and further explained
13 “that employers [must] relinquish any control over how employees spend their break time and relieve
14 their employees of all duties.” *Id.* at 273.

15 35. Plaintiff and other non-exempt employees could not take their rest periods
16 “relinquished from all duties” as required by Labor Code § 226.7. Plaintiff and other non-exempt
17 employees worked in excess of ten (10) hours in a workday but were not permitted to take an
18 uninterrupted third rest period of ten (10) minutes. Additionally, Defendants also failed to maintain
19 any mechanism for the payment of rest period premium payments as required by Labor Code § 226.7.

20 36. Accordingly, due to Defendants’ uniform rest period policies/practices, Plaintiff and
21 other non-exempt employees were also regularly denied legally compliant rest breaks in violation of
22 Labor Code 226.7, 512, and applicable Wage Orders. As such, Plaintiff and other non-exempt
23 employees would be entitled to recover penalties under Labor Code §§ 226.7.

24 37. As a result of Defendants’ violations outlined above, the wage statements issued by
25 Defendants failed to accurately identify the gross wages earned, the total hours worked, the net wages
26 earned, and the correct corresponding number of hours worked at each hourly rate, in violation of
27 Labor Code §226(a) (1, 2, 5, and 9).

1 38. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
2 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
3 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
4 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
5 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

6 39. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
7 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendants’ violations of
8 Labor Code § 226(a). As such, the wage statements Defendants issued to Plaintiff and other non-
9 exempt employees are in violation of Labor Code § 226 (a). Thus, Defendants have violated Labor
10 Code §226(a)(9) with respect to Plaintiff and other non-exempt employees. Consequently, because
11 Defendants failed to comply with Labor Code § 226(a) and applicable Wage Orders, Plaintiff and
12 other non-exempt employees would be entitled to recover penalties under Labor Code §§ 226(e) and
13 2698 *et seq.*

14 40. Additionally, because of Defendants’ failure to pay all minimum and overtime wages,
15 and meal and rest period premiums for non-compliant meal and rest periods, Defendants also failed
16 and continue to fail to pay Plaintiff and other non-exempt employees all wages owed at their time of
17 separation from employment in violation of Labor Code §§ 201-203 and applicable Wage Orders.
18 Thus, non-exempt employees would be entitled to recover penalties under Labor Code §§ 201-203
19 and 2698 *et seq.*

20 41. Moreover, at all relevant times, Defendants required Plaintiff and other non-exempt
21 employees to incur necessary business expenses, including, but not limited to, expenses related to
22 personal cell phones. See *Cochran v. Schwan’s Home Service, Inc.*, (2014) 228 Cal.App.4th 1137,
23 1144 “[i]f an employee is required to make work-related calls on a personal cell phone, then he or
24 she is incurring an expense for the purposes of section 2802. It does not matter whether the phone
25 bill is paid for by a third person, or at all...it is irrelevant whether the employee changed plans to
26 accommodate work-related cell phone usage...To show liability under section 2802, an employee
27 need only show that he or she was required to use a personal cell phone to make work-related calls,
28 and he or she was not reimbursed”].

1 42. Defendants' uniform failure to reimburse Plaintiff and other non-exempt employees for
2 necessary business expenses incurred in their discharge of their duties continues through the present
3 day.

4 43. Next, at all relevant times, Defendants failed to pay Plaintiff and other non-exempt
5 employees in a timely and compliant manner, as required by the Labor Code. California Labor Code
6 section 204(a) provides that:

7 "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2,
8 earned by any person in any employment are due and payable twice during each
9 calendar month, on days designated in advance by the employer as the regular
10 paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar
11 month shall be paid for between the 16th and the 26th day of the month during which
the labor was performed, and labor performed between the 16th and the last day,
inclusive, of any calendar month, shall be paid for between the 1st and 10th day of
the following month."

12 44. Section 204(d) further provides that all wages earned for weekly, bi-weekly, or
13 semimonthly payroll periods shall be paid not more than seven calendar days following the close of
14 the pay period.

15 45. Based upon these same factual allegations, Plaintiff and the other non-exempt
16 employees have violated Labor Code § 204 and are entitled to penalties under Labor Code § 210
17 and/or 2698 *et seq.*

18 46. Moreover, Labor Code § 1174(d) requires employers to:

19 "Keep, at a central location in the state or at the plants or establishments at which
20 employees are employed, payroll records showing the hours worked daily by and the
21 wages paid to, and the number of piece-rate units earned by and any applicable piece
22 rate paid to, employees employed at the respective plants or establishments. These
23 records shall be kept in accordance with rules established for this purpose by the
commission, but in any case shall be kept on file for not less than three years. An
employer shall not prohibit an employee from maintaining a personal record of hours
worked, or, if paid on a piece-rate basis, piece-rate units earned."

24 47. At all relevant times, Plaintiff alleges on information and belief that Defendants did not
25 keep personnel and payroll records in accordance with the requirements of § 1174(d) and thus
26 Plaintiff and the other non-exempt employees are entitled to penalties under Labor Code § 2698 *et*
27 *seq* and any other civil remedies available.
28

48. Finally, Labor Code § 2810.5 requires that upon hiring, an employer must provide each employee a written notice 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.”

49. At all relevant times, Defendants, each of them, failed to provide Plaintiff and the other non-exempt employees with all the information required by § 2810.5 and thus Plaintiff and the other non-exempt employees are entitled to penalties under Labor Code § 2698 *et seq* and any other civil remedies available.

CLASS ACTION ALLEGATIONS

50. Plaintiff brings this action on behalf of herself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

All non-exempt employees who work or worked for Defendants in California, from April 6, 2017 through the date of trial. (“Class”);

All non-exempt employees who worked for Defendants in California and who worked overtime hours during at least one shift, from April 6, 2017 through the date of trial. (“Overtime Subclass”);

All non-exempt employees who work or worked for Defendants in California, from April 6, 2020 through the date of trial. (“Wage Statement Subclass”);

All employees who work or worked for Defendants in California, and who left their employment from April 6, 2018 through the date of trial. (“Waiting Time Penalty Subclass”)

(collectively “the Classes”)

1 51. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
3 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
4 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
5 Defendants' employment and payroll records.

6 52. **Common Questions of Law and Fact Predominate/Well Defined Community of**
7 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
8 employees, which predominate over questions affecting only individual members including, without
9 limitation to:

10 a. Whether Defendants' policies/practices resulted in a failure to pay for all hours worked
11 to the members of the Classes;

12 b. Whether Defendants' policies/practices resulted in a failure to pay all overtime wages
13 to members of the Overtime Subclass;

14 c. Whether Defendants provided legally compliant meal and rest periods or proper
15 compensation in lieu thereof to members of the Classes;

16 d. Whether Defendants furnished legally compliant wage statements to members of the
17 Classes pursuant to Labor Code § 226(a);

18 e. Whether the timing and amount of payment of final wages to members of the Waiting
19 Time Subclass at the time of separation from employment were unlawful;

20 f. Whether Defendants failed to reimburse all necessary business expenses;

21 g. Whether Defendants failed to timely pay all wages during employment in accordance
22 with Labor Code § 204;

23 h. Whether Defendants kept complete and accurate payroll records in accordance with
24 Labor Code § 1174(d)

25 i. Whether Defendants engaged in unfair business practices in violation of California
26 Business & Professions Code § 17200 *et seq.*

27 53. **Predominance of Common Questions:** Common questions of law and fact
28 predominate over questions that affect only individual members of the Classes. The common

1 questions of law set forth above are numerous and substantial and stem from Defendants' policies
2 and/or practices resulted in a failure to pay minimum and overtime wages for all hours worked,
3 Defendants' uniform policy of failing to provide compliant meal and rest periods or adequate
4 compensation in lieu thereof, Defendants' failure to reimburse all necessary business expenses,
5 Defendants' resulting failure to provide accurate itemized wage statements, Defendants' to pay for
6 all wages due upon separation of employment. Defendants' failure to timely pay wages during
7 employment, Defendants' failure to keep requisite personnel and payroll records in accordance with
8 Labor Code § 1174(d), and Defendants' failure to provide employees with information required by
9 Labor Code § 2810.5 to new hires. As such, the common questions predominate over individual
10 questions concerning each individual class member's showing as to his or her eligibility for recovery
11 or as to the amount of his or her damages.

12 54. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
13 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
14 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
15 Plaintiff, like the members of the Classes was deprived of minimum and overtime wages, was
16 subjected to Defendants' Covid-19 screening policies and procedures, was deprived of meal and rest
17 period premium wages at the "regular rate of pay," was subject to Defendants' rounding policy, was
18 subject to Defendants' uniform meal and rest period policies/practices, was not reimbursed for
19 necessary business expenses, was not provided accurate itemized wage statements, was not timely
20 paid wages earned during employment, and was not paid all wages owed at the time of her separation
21 of employment.

22 55. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
23 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
24 attorneys are ready, willing and able to fully and adequately represent the members of the Classes.
25 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
26 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
27 members of the Classes.

56. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources.

57. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 50 are maintainable as Classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 59. Section 4 of the applicable Wage Orders and California Labor Code §§ 1197 and
2 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts
3 set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been
4 paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance
5 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to
6 the unpaid wages and interest accrued thereon.

7 60. At all relevant times herein, Defendants failed to conform their pay practices to the
8 requirements of the law. This unlawful conduct includes but is not limited to Defendants' failure to
9 pay for time spent undergoing Covid-19 temperature screening, time spent donning and doffing PPE,
10 and Defendants' rounding practice deducting time from non-exempt employees' hours worked.
11 Accordingly, Plaintiff and members of the Classes were not compensated for all hours worked
12 including, but not limited to, all hours they were subject to the control of Defendants and/or suffered
13 or permitted to work under the California Labor Code and applicable Wage Orders.

14 61. Labor Code § 1198 makes unlawful the employment of an employee under conditions
15 that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer
16 who has failed to pay its employees the legal minimum wage is liable to pay those employees the
17 unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages
18 due and interest thereon.

19 62. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
20 Plaintiff and the Classes have sustained economic damages, including but not limited to unpaid wages
21 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and
22 statutory damages and penalties and other appropriate relief as a result of Defendants' violations of
23 the California Labor Code and applicable Wage Orders.

24 63. Defendants' practice and uniform administration of corporate policy regarding illegal
25 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
26 of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages,
27 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
28 Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION
FAILURE TO PAY ALL OVERTIME WAGES
(AGAINST ALL DEFENDANTS)

64. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

65. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

66. At all times relevant herein, Defendants were required to properly pay Plaintiff and members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code § 1194 and the applicable Wage Orders.

67. Section 3 of the applicable Wage Order requires an employer to pay an employee “one and one-half (1.5) times the employee’s regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek. The same section also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff to work overtime and hours but did not compensate Plaintiff or members of the Overtime Subclass at one and one-half times their regular rate of pay for such hours.

68. Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes, but is not limited to, Defendants’ failure to pay for off-the-clock time spent undergoing Covid-19 temperature screening, time spent donning and doffing PPE, Defendants’ rounding practice deducting time from non-exempt employees’ hours worked and failure to properly calculate the “regular rate of pay,” which resulted in Plaintiff and the Overtime Subclass not being paid all overtime wages owed.

69. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of overtime wages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit

1 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
2 of Civil Procedure § 1021.5.

3 **THIRD CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 70. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 71. Plaintiff is informed and believes, and based thereon alleges that, due to their unlawful
8 meal period policy and practices, Defendants failed in their affirmative obligation to provide all of
9 their hourly non-exempt employees, including Plaintiff and members of the Class, with all required
10 meal periods in accordance with the mandates of the California Labor Code and applicable Wage
11 Orders, for the reasons set forth in the Common Allegations section of this Complaint.

12 72. As a result, Defendants are responsible for paying premium compensation for meal
13 period violations at the “regular rate of pay,” including interest thereon, statutory penalties, and costs
14 of suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b)
15 and 3289.

16 **FOURTH CAUSE OF ACTION**

17 **REST PERIOD VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 73. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 74. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
21 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
22 each four (4) hour period worked, or major fraction thereof.

23 75. Due to their unlawful rest period policy and practices, Defendants did not authorize
24 and permit Plaintiff and members of the Class to take all rest periods to which they were legally
25 entitled. Despite Defendants’ violations, Defendants have not paid an additional hour of pay at the
26 “regular rate of pay” to Plaintiff and members of the Class for each violation, in accordance with
27 California Labor Code § 226.7.

1 76. The foregoing violations create an entitlement to recovery by Plaintiff and members of
2 the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
3 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
4 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO REIMBURSE FOR BUSINESS EXPENDITURES**

7 **(AGAINST ALL DEFENDANTS)**

8 77. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 78. Labor Code 2208(a) states in pertinent part the following: “(a) An employer shall
10 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
11 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
12 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
13 believed them to be unlawful.”

14 79. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
15 Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to
16 recover from Defendants their business-related expenses and costs incurred during the course and
17 scope of their employment, plus interest accrued from the date on which the employee incurred the
18 necessary expenditures at the same rate as judgments in civil actions in the State of California as
19 well as penalties, reasonable attorneys’ fees and costs of suit.

20 **SIXTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

22 **(AGAINST ALL DEFENDANTS)**

23 80. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 81. Labor Code 226(a) states in pertinent part the following:

25 “(a) An employer, semimonthly or at the time of each payment of wages,
26 shall furnish to his or her employee, either as a detachable part of the check,
27 draft, or voucher paying the employee’s wages, or separately if wages are
28 paid by personal check or cash, an accurate itemized statement in writing
showing (1) gross wages earned, (2) total hours worked by the employee,
except as provided in subdivision (j), (3) the number of piece-rate units

1 earned and any applicable piece rate if the employee is paid on a piece-rate
2 basis, (4) all deductions, provided that all deductions made on written orders
3 of the employee may be aggregated and shown as one item, (5) net wages
4 earned, (6) the inclusive dates of the period for which the employee is paid,
5 (7) the name of the employee and only the last four digits of his or her social
6 security number or an employee identification number other than a social
7 security number, (8) the name and address of the legal entity that is the
8 employer, and (9) all applicable hourly rates in effect during the pay period
9 and the corresponding number of hours worked at each hourly rate by the
10 employee. . .”

82. As set forth above, during the Class Period, Defendants issued and continues to issue
wage statements to its employees including Plaintiff and members of the Wage Statement Subclass,
which are inadequate under Labor Code Section 226(a).

83. As a result of Defendants failure to pay Plaintiff and the Wage Statement Subclass
for all minimum and overtime wages and missed meal and rest period premiums at the “regular rate
of pay,” Defendants failed to include required information on Plaintiff and the Wage Statement
Subclass’ wage statements, including, but not limited to, the gross wages earned, the net wages
earned, and the name and address of the legal entity that is the employer in violation of Labor Code
section 226a.

84. Defendants’ failure to comply with section 226(a) of the Labor Code was knowing
and intentional.

85. As a result of Defendants’ issuance of inaccurate itemized wage statements to Plaintiff
and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate
penalty of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from
Defendants pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys’ fees.

SEVENTH CAUSE OF ACTION

FAILURE TO KEEP PAYROLL RECORDS

(AGAINST ALL DEFENDANTS)

86. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

87. Labor Code 1174(d) requires that an employer 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 and the wages paid to employees.

88. As a result of Defendants' failure to pay Plaintiff and the Wage Statement Subclass for all minimum and overtime wages and missed meal and rest period premiums at the "regular rate of pay," Defendants have failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiff and the other members of the Classes in violation of Labor Code 1174(d).

89. As a result of Defendants' failure to keep payroll records, Plaintiff and other members of the Classes are each entitled to recover a penalty of \$500.

EIGHTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

90. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

91. The actionable period for this cause of action is three years prior to the filing of this Complaint through the present, and on-going until the violation is corrected or the class is certified.

92. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and owing to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or around the time that their employment is or was terminated or ended.

93. Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

94. Defendants willfully failed to pay Plaintiff and the Waiting Time Subclass for all hours worked, including all minimum and overtime wages, and their meal and rest period premiums at the “regular rate of pay”, prior to or upon termination or separation from employment with Defendants as required by Labor Code §§ 201 and 202.

95. As a result, Defendants are liable to Plaintiff and the Waiting Time Subclass for waiting time penalties amounting to thirty (30) days wages for Plaintiff and the Waiting Time

1 Subclass pursuant to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of
2 wages due upon termination entitles an employee to recover waiting time penalties).

3 **NINTH CAUSE OF ACTION**

4 **FAILURE TO TIMELY PAY WAGES**

5 **DURING EMPLOYMENT**

6 **(AGAINST ALL DEFENDANTS)**

7 96. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 97. California Labor Code § 204 provides that all wages earned by any person in any
9 employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages
10 due upon termination of an employee, are due and payable between the 16th and the 26th day of the
11 month during which the labor was performed.

12 98. California Labor Code § 204 further provides that all wages earned by any person in
13 any employment between the 16th and the last day, inclusive, of any calendar month, other than
14 those wages due upon termination of an employee, are due and payable between the 1st and the 10th
15 day of the following month. Additionally, all wages earned for labor in excess of the normal work
16 period shall be paid no later than the payday for the next regular payroll period.

17 99. As detailed in the Common Factual Allegations section, Defendants intentionally and
18 willfully failed to timely pay all wages owed during employment as required by Labor Code § 204.

19 100. As such, Plaintiff and members of the Class are entitled to recover penalties under
20 Labor Code § 210 for violation of Labor Code § 204.

21 **TENTH CAUSE OF ACTION**

22 **UNFAIR COMPETITION**

23 **(AGAINST ALL DEFENDANTS)**

24 101. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 102. Defendants have engaged and continue to engage in unfair and/or unlawful business
26 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
27 failing to pay for all hours worked, failing to pay overtime, failing to reimburse all necessary
28 business expenses, by failing to provide all legally required meal and rest periods or pay premium

1 payments at the regular rate of pay in lieu thereof, by failing to provide accurate wage statements,
2 failing to timely pay wages during employment , and by failing to pay all earned wages at the time
3 of separation from employment.

4 103. Defendants' utilization of these unfair and/or unlawful business practices deprived
5 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
6 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
7 Defendants' competitors who have been and/or are currently employing workers and attempting to
8 do so in honest compliance with applicable wage and hour laws.

9 104. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
10 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of
11 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
12 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

13 105. The acts complained of herein occurred within the last four years immediately
14 preceding the filing of the Complaint in this action.

15 106. Plaintiff was compelled to retain the services of counsel to file this court action to
16 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
17 Defendants' current hourly non-exempt employees and to enforce important rights affecting the
18 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which
19 she is entitled to recover under Code of Civil Procedure § 1021.5.

20 **ELEVENTH CAUSE OF ACTION**

21 **PRIVATE ATTORNEYS GENERAL ACT**

22 **(PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

23 107. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
24 in the preceding paragraphs.

25 108. Defendants have committed several Labor Code violations against Plaintiff and other
26 aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698
27 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action
28 against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the

1 State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not
2 limited to (1) \$100 for each initial violation and \$200 for each subsequent violation per employee per
3 pay period for those violations of the Labor Code for which no civil penalty is specifically provided
4 based on the following Labor Code violations:

5 a. Failing to pay Plaintiff and other similarly aggrieved employees for all hours worked,
6 including all minimum and overtime wages in violation of Labor Code §§ 204, 510, 1194, 1197,
7 1198, and 1182.12;

8 b. Failing to provide Plaintiff and other aggrieved employees with all of their statutorily-
9 mandated meal periods in violation of Labor Code §§ 204, 226.7, 510, 512, 1194 and 1198;

10 c. Failing to provide Plaintiff and other aggrieved employees with all of their statutorily-
11 mandated rest periods in violation of Labor Code §§ 204, 226.7, 516, 1194 and 1198;

12 d. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate,
13 itemized wage statements in violations of Labor Code § 226(a) *et seq.*;

14 e. Failing to compensate Plaintiff and other aggrieved employees with all earnings at
15 their separation of employment in violation of Labor Code §§ 201-203;

16 f. Failing to timely pay Plaintiff and other aggrieved employees all wages owed during
17 employment in violation of Labor Code §§ 204, 210;

18 g. Failing to provide Plaintiff and other aggrieved employees with all the information
19 required by Labor Code § 2810.5 when hired;

20 h. Failing to reimburse all necessary business expenses in violation of Labor Code §§
21 2800-2802;

22 i. Failing to maintain accurate records on behalf of Plaintiff and other non-exempt
23 employees in violation of Labor Code § 1174; and

24 j. Failing to provide one day of rest in a workweek in violation of Labor Code §§ 551–
25 552.

26 109. On or about June 23, 2021, Plaintiff notified Defendants Cresco Labs, Inc. and Cresco
27 Labs SLO, LLC via certified mail, and the California Labor and Workforce Development Agency
28 (“LWDA”) via its website of Defendants’ violations of the California Labor Code § 2698 *et. seq.*

1 with respect to violations of the California Labor Code identified in Paragraph 92 (a)-(i).

2 110. On or about November 23, 2021, Plaintiff filed an amended PAGA Notice with the
3 LWDA outlining additional Labor Code violations as detailed above.

4 111. Now that sixty-five days have passed from Plaintiff notifying the LWDA and
5 Defendants of the above outlined Labor Code violations, Plaintiff has fully satisfied and her
6 administrative prerequisites for bringing suit under the Private Attorneys General Act.

7 112. Plaintiff was compelled to retain the services of counsel to file this court action to
8 protect her interests and the interests of other non-exempt employees, and to assess and collect the
9 civil penalties owed by Defendants. Plaintiff has therefore incurred attorneys' fees and costs, which
10 she is entitled to receive under California Labor Code § 2699.

11 **PRAYER FOR RELIEF**

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

- 14 1. For an order certifying the proposed Classes;
- 15 2. For an order appointing Plaintiff as representative of the Classes and the Aggrieved
16 Employees;
- 17 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes and the
18 Aggrieved Employees;
- 19 4. Upon the First Cause of Action, for compensatory, consequential, general and special
20 damages according to proof pursuant to Labor Code §§ 204, 210, 510, and 1194;
- 21 5. Upon the Second Cause of Action, for compensatory, consequential, general and
22 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, and 1198;
- 23 6. Upon the Third Cause of Action, for compensatory, consequential, general and special
24 damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 25 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
26 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 27 8. Upon the Fifth Cause of Action, penalties pursuant to Labor Code § 2208, and
28 reasonable costs and attorneys' fees;

1 9. Upon the Sixth Cause of Action, penalties pursuant to Labor Code § 226(a), and
2 reasonable costs and attorneys' fees;

3 10. Upon the Seventh Cause of Action, penalties pursuant to Labor Code § 1174(d), and
4 reasonable costs and attorneys' fees;

5 11. Upon the Eighth Cause of Action, for statutory waiting time penalties pursuant to
6 Labor Code §§ 201-203;

7 12. Upon the Ninth Cause of Action, for penalties pursuant to Labor Code § 210.

8 13. Upon the Tenth Cause of Action, for restitution to Plaintiff and members of the Classes
9 of all money and/or property unlawfully acquired by Defendants by means of any acts or practices
10 declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

11 14. Upon the Eleventh Cause of Action, for civil penalties due to Plaintiff, other aggrieved
12 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)
13 including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each subsequent
14 violation per employee per pay period for those violations of the Labor Code for which no civil
15 penalty is specifically provided under the Labor Code, and for reasonable attorneys' fees and costs
16 pursuant to Labor Code § 2699 *et seq.*,

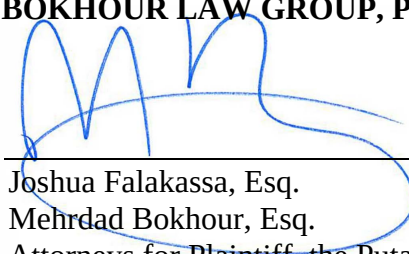
17 15. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
18 § 218.6 and Civil Code §§ 3287 and 3289;

19 16. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
20 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and

21 17. For such other relief that the Court may deem just and proper.

22 Dated: September 7, 2022

FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

23
24
25 By: 

26 Joshua Falakassa, Esq.
27 Mehrdad Bokhour, Esq.
28 Attorneys for Plaintiff, the Putative Classes, and the
Aggrieved Employees

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars,
Suite 450, Los Angeles, California 90067.

5 On September 23, 2022, I served the following document(s) described as **FIRST**
6 **AMENDED CLASS AND REPRESENTATIVE ACTION COMPAINT** on the interested
7 parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as
follows:

8 Eric Lloyd, Esq.
9 elloyd@seyfarth.com
SEYFARTH SHAW, LLP
560 Mission Street, Suite 3100
10 San Francisco, California 94105

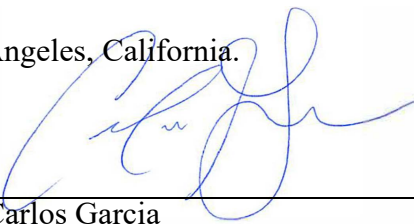
11 Phillip J. Ebsworth, Esq.
12 pebsworth@seyfarth.com
SEYFARTH SHAW, LLP
400 Capitol Mall, Suite 2350
13 Sacramento, California 95814

14 **Counsel for defendants Cresco Labs, Inc.**
15 **and Cresco Labs SLO, LLC**

16 **BY MAIL:** I caused such envelope to be deposited in the mail at Los Angeles, California.
The envelope was mailed with postage thereon fully pre-paid. I am readily familiar with the firm's
17 practice of collection and processing of correspondence for mailing. Under that practice, the
correspondence is deposited with the U.S. Postal Service on that same day in the ordinary course of
business.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct.

20 Executed on September 23, 2022, at Los Angeles, California.

21 
22 _____
23 Carlos Garcia
24
25
26
27
28