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8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10 DEMOND WILLIAMS, an
11 individual, on behalf of himself and
12 the State of California, as a private
13 attorney general, and on behalf of
14 all others similarly situated,

15 Plaintiff,

16 vs.

17 COLUMBIA CARE, INC., a Canada
18 Corporation; MISSION BAY, LLC, a
19 California Limited Liability
20 Company; and DOES 1-100,
21 inclusive,

22 Defendant(s).

23 **CASE NO.** 37-2021-00049180-CU-OE-CTL

24 **REPRESENTATIVE ACTION**
25 **COMPLAINT**

26 **1. FOR PENALTIES PURSUANT**
27 **TO LABOR CODE §§2698-**
28 **2699.5 FOR:**

- a. Failure to provide meal breaks in violation of Labor Code § 512 and Section 11 of the Industrial Welfare Commission Order No. 7-2001 and Failure to pay premium wages in violation of Cal. Labor Code §226.7
- b. Failure to pay Overtime wages in violation of Cal. Labor Code §510 and Industrial Welfare Commission Order No. 7-2001

- c. Failure to pay minimum wages Cal. Labor Code §1194
- d. Failure to pay timely wages in violation of Cal. Labor Code §204-204b
- e. Failure to pay final wages in violation of Cal. Labor Code §§ 201-203
- f. Failure to provide complete and accurate wage statements in Violation of Cal. Labor Code §226(a)
- g. Violation of Cal. Labor Code §§ 233-234
- h. Violation of California HWHFA Cal. Labor Code §§245, 246.5

2. Unfair Business Practices in Violation of Cal. Business & Prof. Code §§ 17200, et seq.

Plaintiff DEMOND WILLIAMS, an individual, on behalf of himself and people of the State of California as an “aggrieved employee” acting as a private attorney general under the Labor Code Private Attorneys General Act of 2004, § 2698, *et seq.* (“PAGA”), on information and belief, makes the following allegations to support his unverified Complaint.

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over the Defendants because they are residents of and/or are doing business in the State of California.

2. Venue is proper in this county in accordance with Section 395(a) of the California Code of Civil Procedure because the Defendants, or some of them, reside in San Diego County and/or the alleged wrongs occurred in the county. Venue is also proper in this county because it was the county where Plaintiff and all aggrieved employees were paid.

NATURE OF ACTION

3. This is a representative action brought pursuant to Labor Code § 2699, et seq., on behalf of the State of California on behalf of the group of aggrieved employees defined as:

(a) all individuals who are or were employed by Columbia Care, Inc. in California as hourly, non-exempt employees, from one year prior to July 16, 2021 and continuing into the present;

(b) all individuals who are or were employed by Mission Bay, LLC in California as hourly, non-exempt employees, from one year prior to July 16, 2021 and continuing into the present;

These groups may collectively be referred to herein as aggrieved employees and/or all aggrieved employees where appropriate.

4. Plaintiff, on behalf of himself and all aggrieved employees presently or formerly employed by Defendants during the PAGA Period (July 16, 2020 and ongoing), brings this representative action pursuant to Labor Code § 2699, et seq. seeking penalties for Defendants' violations of the California Labor Code §§ 201-203, 204, 204b, 226, 226.7, 233, 245, 246.5, 510, 512, 1194, and IWC Wage Order No. 7-2001 for failure to pay overtime, failure to pay minimum wages, failure to pay timely wages, failure to provide compliant meal breaks,

1 failure to pay premium wages for missed/non-compliant meal rbeaks,
2 discrimination and retaliation for exercising the right to use sick leave, failure to
3 pay final wages due and payable, failure to provide accurate and complete wage
4 statements.

5 5. This action also arises out of Defendants' unfair business practices in
6 violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*
7

8 **PLAINTIFF**

9 6. Plaintiff DEMOND WILLIAMS, an individual, is a 31-year old
10 African American male. Plaintiff is, and at all relevant times mentioned herein
11 was, a resident of the State of California, City of San Diego. At all relevant times
12 herein, Plaintiff was employed by Defendants Columbia Care, Inc. and Mission
13 Bay, LLC. Plaintiff worked at Columbia Care's Pacific Beach Dispensary in San
14 Diego that is owned and operated by Mission Bay, LLC. Plaintiff was a dedicated
15 and hardworking employee for Defendants until his wrongful termination on
16 February 5, 2021. Columbia Care hired Mr. Williams as a Sales Associate on April
17 4, 2019. Mr. Williams worked on average of 40 hours per week.
18

19 7. Plaintiff is, and at all relevant times was, an "employee" within the
20 meaning of the California Labor Code and is therefore an appropriate
21 representative for employees similarly aggrieved by wage and hour violations
22 within the purview of the PAGA, Labor Code §§ 2699, *et seq.*
23

24 8. Plaintiff represents the State of California and a group of aggrieved
25 employees defined as all individuals who were employed by COLUMBIA CARE,
26 INC. AND MISSION BAY, LLC, or its predecessor or merged entities in California
27
28

1 as hourly, non-exempt employees from July 16, 2020 and continuing into the
2 present (hereinafter referred to as “aggrieved employees”).

3 9. This group may collectively be referred to herein as aggrieved
4 employees and/or all aggrieved employees where appropriate.
5

6 **DEFENDANTS**

7 1. DEFENDANT COLUMBIA CARE, INC., a Canadian corporation,
8 (hereinafter “Columbia Care”) is licensed to do business in the State of California
9 and the county of San Diego. Defendant Columbia Care is a company that
10 cultivates, manufactures, sells and distributes medical and adult-use cannabis
11 products. At all times mentioned herein, Columbia Care was an “employer” of
12 Plaintiff within the meaning of the California Labor Code and is a “person” as
13 defined by Cal. Bus. & Prof. Code § 17021. In doing the acts herein alleged,
14 Defendants’ employees, subcontractors, and agents acted within the course and
15 scope of their employment and agency with Defendant, and engaged in the acts
16 alleged herein and/or conducted, permitted, authorized, and/or ratified the
17 conduct of its employees, subcontractors, and agents, and is vicariously liable for
18 the wrongful conduct of its employees, subcontractors, and agents alleged herein.
19
20

21 2. Defendant Mission Bay, LLC, a California Limited Liability
22 Company (hereinafter “Mission Bay”), is licensed to do business in the State of
23 California and the county San Diego. Mission Bay LLC is a wholly owned
24 subsidiary of Defendant Columbia Care, Inc. Mission Bay, LLC does business in
25 California as Columbia Care Dispensary where Plaintiff worked. Mission Bay LLC
26 owns and operates the retail outlet located in San Diego, California that sells
27 various adult use cannabis products manufactured by Defendant Columbia Care
28

1 Inc. At all times mentioned herein, Mission Bay was an “employer” of Plaintiff
2 within the meaning of the California Labor Code and is a “person” as defined by
3 Cal. Bus. & Prof. Code § 17021. In doing the acts herein alleged, Defendants’
4 employees, subcontractors, and agents acted within the course and scope of their
5 employment and agency with Defendant, and engaged in the acts alleged herein
6 and/or conducted, permitted, authorized, and/or ratified the conduct of its
7 employees, subcontractors, and agents, and is vicariously liable for the wrongful
8 conduct of its employees, subcontractors, and agents alleged herein.
9

10 10. Defendants DOES 1 through 100, inclusive, are other possible
11 Defendants responsible for the wrongful conduct alleged herein. The true names
12 and capacities of Defendants named herein as DOES 1 through 100, inclusive,
13 whether individual, corporate, associate, or otherwise, are unknown to Plaintiff,
14 who therefore sues such Defendants by such fictitious names pursuant to
15 California Code of Civil Procedure § 474. Plaintiff is informed and believes that
16 the DOE Defendants are California residents. Plaintiff will amend his Complaint
17 to show true names and capacities when they have been determined. Plaintiff is
18 informed and believes, and on the basis of such information and belief alleges, that
19 each Defendant DOE herein is in some manner responsible for the harassment,
20 retaliation against and wrongful termination of Plaintiff due to his protected
21 reporting activities, and damages herein alleged.
22

23 11. Defendants COLUMBIA CARE, INC., a Canadian Corporation,
24 MISSION BAY, LLC, a California Limited Liability Company, and DOES 1
25 through 100, inclusive, are hereinafter referred to collectively as "Defendants"
26 unless otherwise specifically identified.
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12. Plaintiff is informed and believes and thereon alleges that each Defendant is, and at all times mentioned was, the agent, employee or representative of each other Defendant. Each Defendant, in doing the acts, or in omitting to act as alleged in this Complaint, was acting within the scope of his or her actual or apparent authority, or the alleged acts and omissions of each Defendant as an agent were subsequently ratified and adopted by each other Defendant as a principal. Plaintiff is further informed and believes, and based thereon alleges, that each Defendant, acting as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the other aggrieved employees.

13. California courts have recognized that the definition of “employer” for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California’s labor laws. [*Martinez v. Combs* (2010) 49 Cal. 4th 35, 65]. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person. Cal. Labor Code § 558.1.

EXHAUSTION OF REMEDIES

14. Plaintiff timely filed a PAGA notice/complaint with the California Labor Workforce Development Agency (LWDA) on July 16, 2021 against

1 Defendants online and, through his attorneys, served his PAGA notice by certified
2 mail on Defendants setting forth the facts and theories of the violations alleged
3 against Defendants, as prescribed by Labor Code § 2698 *et seq.* On or about
4 October 26, 2021, Plaintiff amended his PAGA notice against Defendants and,
5 through his attorneys, served his amended PAGA notice by certified mail on
6 Defendants setting forth the facts and theories of the violations alleged against
7 Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code §
8 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its
9 intention to investigate within sixty-five (65) calendar days of the postmark date
10 of the PAGA notice. Plaintiff is entitled to commence and proceed with a civil
11 action pursuant to Labor Code § 2699.
12

13 15. Plaintiff has, therefore, exhausted his administrative remedies prior
14 to bringing his representative action for penalties for Labor Code violations
15 pursuant to the Labor Code Private Attorney General Act of 2004 (“PAGA”) (Cal.
16 Labor Code § 2698, *et seq.*).
17

18 **FACTUAL ALLEGATIONS**

19 16. Demond Williams and all aggrieved employees have been hired by
20 Defendants with an hourly pay and worked on average 40 hours per week. Mr.
21 Williams was an excellent and dedicated employee until his wrongful termination
22 on February 5, 2021.
23

24 17. During the course of his employment, Mr. Williams was often forced
25 to work through meal periods. Defendants also obstructed and interfered with his
26 meal periods when he took them. Mr. Williams often clocked out for his meal break
27 but nevertheless worked through it because there was so much work. He observed
28

1 that all aggrieved employees were treated in a similar manner by Defendants and
2 prevented from taking their meal breaks fully and in a timely manner. This
3 occurred multiple times a week. Additionally, Mr. Williams and all aggrieved
4 employees were consistently never paid any premium wages for missed or non-
5 compliant lunch times.

6
7 18. Mr. Williams and all aggrieved employees worked at least 8 (eight)
8 hours per day, and often had shifts extended beyond that period without proper
9 pay. However, as a general practice, Defendants failed to track employees' hours
10 in order to avoid paying them overtime pay. Defendants announced that it did not
11 want to pay overtime to employees. Defendants disapproved Mr. Williams and all
12 aggrieved employees reporting overtime (OT) hours, even though Defendants
13 required them to work long hours to complete their work duties and
14 responsibilities. Instead of paying Mr. Williams and all aggrieved employees
15 overtime pay for overtime hours worked, Defendants converted a portion of Mr.
16 Williams and all aggrieved employees' OT hours to Vacation/PTO hours to avoid
17 the paying higher pay rate for OT hours. Thus, Mr. Williams and all aggrieved
18 employees were not paid overtime wages for all the overtime hours they worked.

19
20 19. Additionally, Defendants frequently discriminated and retaliated
21 against Mr. Williams for exercising the right to use accrued sick days for the
22 care/treatment of his own or his mother's health problems. On information and
23 belief, Defendants denied all aggrieved employees the right to use accrued days,
24 discharged, threatened to discharge, demoted, suspended, or in some manner
25 discriminated against an employee for using accrued sick days, attempting to
26 exercise the right to use accrued sick days.
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1 20. On or about October 17, 2020, Mr. Williams was at work and started
2 to not feel well. He communicated this to the team and left work. It turns out Mr.
3 Williams was having a minor heart attack. He spent eight (8) hours in the hospital
4 that day. After he was released, he drove through a car wash and posted to his
5 social media account while hip hop music happened to be playing in his car.
6

7 21. The next day on October 18, 2020, Mr. Williams received a
8 reprimanding email from the Assistant General Manager, chastising Mr. Williams
9 for portraying himself badly to his team when he had called out sick, apparently
10 because of his social media post. The Assistant Manager acknowledged that he
11 knew Mr. Williams had provided a note from the hospital proving he had a heart
12 attack.
13

14 22. During his employment with Defendants, Mr. Williams' mother had
15 been having serious health problems, which Colombia Care was well aware of. Mr.
16 Williams faced discrimination when his new supervisor found out about his
17 mother's health problems and Mr. Williams' responsibilities towards her.

18 23. When Defendants terminated Mr. Williams's employment, he was
19 not paid all the unpaid wages for the hours worked during meal break, OT hours
20 that were not approved or converted as well as the premium wages for non-
21 compliant lunch breaks. Mr. Williams is informed and believes that Defendants
22 similarly failed to pay all aggrieved employees all unpaid wages due and payable
23 to them at the time of their termination, resignation, or discharge, including, but
24 not limited to, unpaid overtime and premium wages for non-compliant meal
25 breaks.
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1 **FIRST CAUSE OF ACTION**

2 **Penalties pursuant to Labor Code Private Attorney General Act of 2004**

3 **("PAGA")(Labor Code §§2698-2699.5)**

4 **(Against All Defendants)**

5 24. Plaintiff realleges and incorporates by reference, as though fully set
6 forth herein, each and every allegation set forth in the paragraphs above.

7 25. As set forth in detail under "Factual Allegations," Defendants
8 violated California Labor Code §§201-203, 204, 204b, 226, 226.7, 233, 245,
9 246.5, 510, 512, 1194, and IWC Wage Order No. 7-2001.

10 26. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation,
11 Plaintiff and all other aggrieved employees are entitled to penalties in an amount
12 to be shown at the time of trial subject to the following formula:

13 \$100 for the initial violation per employee per pay period; and

14 \$200 for each subsequent violation per employee per pay period.

15 These penalties will be allocated 75% to the Labor Workforce Development
16 Agency and 25% to the affected employees. These penalties may be stacked
17 separately for each of Defendants violations of the California Labor Code. *See e.g.*
18 *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972 MMM (JCGx) 2012 U.S. Dist.
19 LEXIS 86975, at *59, fn. 77 (C.D. Cal. June 22, 2012) (holding that although the
20 plaintiff did not seek stacked PAGA penalties, that "PAGA penalties can be
21 'stacked,' i.e., multiple PAGA penalties can be assessed for the same pay period for
22 different Labor Code violations.").

23 27. As a result, Plaintiff, as an Aggrieved Employee, may seek, in addition
24 to any civil penalty allowable under the law, an amount sufficient to recover
25 unpaid wages for all work performed and nonproductive times, including unpaid
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wages, premium wages, and accrued sick and vacation time.

**Violation of Labor Code § 512 & § 11 Industrial Welfare Commission
Order No. 7-2001 for Failure to Provide Meal Breaks and Labor Code 226.7
for failure to pay premium wages**

28. Under California Labor Code § 512(a), an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes.¹

29. Industrial Welfare Commission Order No. 7-2001 regulates wages, hours, and working conditions in the mercantile industry, that means any industry, business, or establishment operated for the purpose of purchasing, selling, or distributing goods or commodities at wholesale or retail; or for the purpose of renting goods or commodities. Pursuant to IWC Order No. 7-2001 § 11, subsection (A) that governs meal periods, no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes.² In *Brinker Restaurant Corporation v. Superior Court*³, the Supreme Court of California held that “The employer satisfies this obligation [to provide a meal period] if it **relieves** its employees of all duty, **relinquishes control** over their activities and **permits them a reasonable opportunity** to take an uninterrupted 30 minute break and **does not impede or discourage** them from doing so.” (Emphasis added.) Thus, unless the employee is relieved of *all duty* during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked.

¹ California Labor Code §512.

² IWC Order No. 7-2001, §11.

³ (2012) 53 Cal. 4th 1004.

1 30. Further, employers are required to pay employees an additional one
2 (1) hour of pay at the employee’s regular rate of compensation for each workday
3 that the meal period is not provided in a timely manner.⁴ California Labor Code §
4 226.7 states that “an employer shall not require an employee to work during a
5 meal or rest or recovery period mandated pursuant to an applicable statute [...]”⁵
6 And if an employer fails to provide an employee a meal or rest or recovery period,
7 the employer shall pay the employee one additional hour of pay at the employee’s
8 regular rate of compensation for each workday that the meal or rest or recovery
9 period is not provided.⁶ Thus, pursuant to California Labor Code § 226.7(c),
10 Defendants are liable to pay employees one additional hour of pay at their regular
11 rate of compensation for each workday that the meal or rest or recovery period is
12 not provided.⁷
13

14 31. Here, Defendants failed to provide compliant meal breaks to Mr.
15 Williams and/or all aggrieved employees and/or pay them for each meal period
16 that was not provided in violation of Labor Code § 512 and § 11 of the Industrial
17 Welfare Commission Order No. 7-2001. Further, Defendants failed in their duty
18 to ensure that Mr. Williams and aggrieved employees were able to their meal
19 breaks in a timely and compliant manner and were paid the premium wage for all
20 missed/non-compliant meal breaks. Pursuant to the ruling of the Court of Appeals
21 of California in *Safeway Inc. v. Superior Court*⁸, it is not sufficient for an employer
22 to merely implement a policy that effectively provides compliant meal breaks. The
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25 _____
26 ⁴ IWC Order No. 7-2001 §11.

27 ⁵ Cal. Labor Code § 226.7.

28 ⁶ *Id.*

⁷ Cal. Labor Code §226.7.

⁸ 238 Cal. App. 4th 1138 (2015).

1 employer must also record the timing and duration of the breaks, and then
2 implement a separate good faith mechanism for determining whether a premium
3 wage is actually due as a result of any missed breaks.

4 32. Plaintiff's and all aggrieved employees' first meal period was
5 obstructed by Defendants, as provided above. Mr. Williams and all aggrieved
6 employees were not allowed to take fully compliant meal breaks because
7 Defendants did not relieve them of all duties during meal times. They were often
8 forced to work through the meal period multiple times a week, even after clocking
9 out for their lunch break. Further, as stated above, Defendants failed to
10 compensate Mr. Williams and all aggrieved employees for every meal period they
11 were not provided or not relieved from all duties during their meal periods, during
12 their employment or at the time their termination, as applicable.

13
14 33. As a result, Defendants was required to pay Mr. Williams and all
15 aggrieved employees the premium wage compensation of one (1) hours' worth of
16 pay at their regular rate of compensation for each meal break not provided to them
17 and failed to do so.⁹ In addition to the above, Mr. Williams and all aggrieved
18 employees can recover an amount sufficient to recover underpaid wages as well as
19 attorney's fees and costs for the same. Pursuant to § 20 of IWC Wage Order No.
20 7-2001, Plaintiff will seek civil penalties of fifty dollars (\$50) for the initial
21 violation and one hundred dollars (\$100) for each subsequent violation for each
22 pay period on behalf of himself and all aggrieved employees who were denied
23 premium wage for all meal periods that was not provided by Defendants.
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28 ⁹ Cal. Labor code § 226.7.

1 34. Further, Plaintiff will seek civil penalties pursuant to PAGA, Cal.
2 Labor Code § 2699(f) against Defendants on behalf of himself and all aggrieved
3 employees for their violation of Cal. Labor Code §§ 512 and 226.7. Additionally,
4 Plaintiff and all aggrieved employees will seek to recover unpaid wages.
5

6 **Violation of Labor Code §§ 510, 1194 and IWC Wage Order 7-2001**

7 35. Pursuant to IWC Order No. 7-2001, Section 4, an employer is
8 required to pay each employee not less than minimum wages for all hours worked.
9 Pursuant to IWC Order No. 7-2001, Section 2(D), “Employ” means to engage,
10 suffer, or permit to work. Section 2(E) of the IWC Order No. 7-2001 states that
11 “Employee” means any person employed by an employer. Section 2(G) of the IWC
12 Order No. 7-2001 provides that “hours worked” means the time during which an
13 employee is subject to the control of an employer, and includes all the time the
14 employee is suffered or permitted to work, whether or not required to do so.
15

16 36. Section 3 of IWC Order No. 7-2001 provides that employees shall
17 not be employed more than eight (8) hours in any workday or more than 40 hours
18 in any workweek unless the employee receives one and one-half (1 1/2) times such
19 employee’s regular rate of pay for all hours worked over 40 hours in the workweek.
20

21 37. Similarly, Labor Code § 510 requires an employer to compensate an
22 employee who works more than eight (8) hours in one workday, forty (40) hours in
23 a workweek, and for the first eight (8) hours worked on the seventh consecutive
24 day no less than one and one-half times the regular rate of pay for an employee.
25 Further, Labor Code § 510 obligates employers to compensate employees at no
26 less than twice the regular rate of pay when an employee works more than twelve
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1 (12) hours in a day or more than eight (8) hours on the seventh consecutive day of
2 work.

3 38. Lab. Code Section 1194 provides that notwithstanding any
4 agreement to work for a lesser wage, any employee receiving less than the legal
5 minimum wage or the legal overtime compensation applicable to the employee is
6 entitled to recover in a civil action the unpaid balance of the full amount of this
7 minimum wage or overtime compensation, including interest thereon, reasonable
8 attorney's fees, and costs of suit.
9

10 39. In accordance with Labor Code § 1194, Mr. Williams and all
11 aggrieved employees could not then agree and cannot now agree to work for a
12 lesser wage than the amount proscribed by IWC Wage Order 7-2001 and Labor
13 Code §§ 510 and 1194.
14

15 40. As alleged above, Plaintiff and all aggrieved employees were denied
16 compensation for all hours worked including hours worked during lunch breaks,
17 all overtime pay earned because of Defendants' practice of converting OT hours
18 to Vacation hours to avoid paying Mr. Williams and all aggrieved employees 1.5
19 times higher pay rate for overtime hours, in violation of Cal. Labor Code §1194.

20 41. As a result of the aforesaid violations pursuant to IWC Wage Order
21 No. 7-2001, Section 20, Defendants are subject to a civil penalty of \$50 for initial
22 violation and \$100 for any subsequent violations for each underpaid employee for
23 each pay period in addition to the amount which is sufficient to recover unpaid
24 wages; and liable to fine of not less than one hundred dollars (\$100) or by
25 imprisonment for not less than 30 days, or by both, for their failure to pay Plaintiff
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1 and all aggrieved employees a wage less than the minimum fixed by an order of
2 the commission and violation of IWC Wage Order 7-2001.

3 42. Further, Labor Code § 558 imposes a penalty upon employers "who
4 violates, or causes to be violated ... any provision regulating hours and days of work
5 in any order of the Industrial Welfare Commission shall be subject to a civil penalty
6 as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
7 employee for each pay period for which the employee was underpaid in addition
8 to an amount sufficient to recover underpaid wages; (2) For each subsequent
9 violation, one hundred dollars (\$100) for each underpaid employee for each pay
10 period for which the employee was underpaid in addition to an amount sufficient
11 to recover underpaid wages; and (3) Wages recovered pursuant to this section shall
12 be paid to the affected employee." Plaintiff and all Aggrieved Employees are
13 entitled to recover penalties and wages under Labor Code § 558. *See Thurman v.*
14 *Bayshore Transit Mgmt., Inc.* (2012) 203 Cal. App. 4th 1112.
15
16

17 43. Similarly, Labor Code § 1194.2 authorizes employees to recover
18 liquidated damages to recover wages for violations of Labor Code § 1194. Where
19 an employee, as Plaintiff and all Aggrieved Employees are not paid for all hours
20 worked under Labor Code § 1194, the employee may recover minimum wages for
21 the time associated with the overtime for which they received no compensation.
22 (See *Sillah v. Command Int'l Sec. Servs.* (N.D. Cal. 2015) 154 F. Supp. 3d 891
23 [holding that employees suing for failure to pay overtime could recover liquidated
24 damages under § 1194.2 if they also showed they were paid less than minimum
25 wage]; accord *Andrade v. Arby's Rest. Grp., Inc.* (N.D. Cal. Dec. 12, 2016) No. 15-
26 cv-03175 NC, 2016 U.S. Dist. LEXIS 172319, at *20-2 I.) Since Defendants
27
28

1 failed to provide Plaintiff and all aggrieved employees with compensation for all
2 hours worked, including overtime hours, each are entitled to recover liquidated
3 damages under Labor Code § 1194.2 through PAGA. Based upon these same
4 factual allegations, Plaintiff also seeks on behalf of himself and all aggrieved
5 employees penalties under Labor Code § 1199.
6

7 44. Cal Labor code 1197.1(a) provides that any employer or other person
8 acting either individually or as an officer, agent, or employee of another person,
9 who pays or causes to be paid to any employee a wage less than the minimum fixed
10 by an applicable state or local law, or by an order of the commission, shall be
11 subject to a civil penalty, restitution of wages, liquidated damages payable to the
12 employee, and any applicable penalties imposed pursuant to Section 203 as
13 follows:
14

15 (1) For any initial violation that is intentionally committed, one hundred
16 dollars (\$100) for each underpaid employee for each pay period for
17 which the employee is underpaid. This amount shall be in addition to an
18 amount sufficient to recover underpaid wages, liquidated damages
19 pursuant to Section 1194.2, and any applicable penalties imposed
20 pursuant to Section 203.

21 (2) For each subsequent violation for the same specific offense, two
22 hundred fifty dollars (\$250) for each underpaid employee for each pay
23 period for which the employee is underpaid regardless of whether the
24 initial violation is intentionally committed. This amount shall be in
25 addition to an amount sufficient to recover underpaid wages, liquidated
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1 damages pursuant to Section 1194.2, and any applicable penalties
2 imposed pursuant to Section 203.

3 (3) Wages, liquidated damages, and any applicable penalties imposed
4 pursuant to Section 203, recovered pursuant to this section shall be paid
5 to the affected employee.
6

7 45. Therefore, Plaintiff will also seek to recover penalties and damages
8 set forth in Cal. Labor Code 1197.1 above from Defendants for their failure to pay
9 minimum wages to their employees on behalf of himself and all aggrieved
10 employees.

11 46. Further, Plaintiff will seek civil penalties pursuant to PAGA, Cal.
12 Labor Code § 2699(f) against Defendants on behalf of himself and all aggrieved
13 employees for all the aforesaid violations.
14

15 **Violation of Cal. Labor Code §§ 201- 203 for failure to immediately pay all**
16 **wages due and payable upon termination**

17 47. Pursuant to Cal. Labor Code § 201(a), if an employer discharges an
18 employee, the wages earned and unpaid at the time of discharge are due and
19 payable immediately. Cal. Labor Code §202(a) provides that if an employee not
20 having a written contract for a definite period quits his or her employment, his or
21 her wages shall become due and payable not later than 72 hours thereafter, unless
22 the employee has given 72 hours previous notice of his or her intention to quit, in
23 which case the employee is entitled to his or her wages at the time of quitting.
24 Further, Cal. Labor Code 203(a) provides that if an employer willfully fails to pay,
25 without abatement or reduction, any wages of an employee who is discharged, the
26 wages of the employee shall continue as a penalty from the due date thereof at the
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1 same rate until paid or until an action therefore is commenced; but the wages shall
2 not continue for more than 30 days.

3 48. The Supreme Court of California in *McLean v. State of California*
4 (2016) 1 Cal. 5th 615, 619 held as follows: “An ‘employer’ that ‘willfully fails to
5 pay’ in accordance with sections 201 and 202 ‘any wages of an employee who is
6 discharged or who quits’ is subject to so-called waiting-time penalties of up to 30
7 days’ wages.”
8

9 49. Defendants are liable for failure to pay all unpaid wages due and
10 payable to Plaintiff and all aggrieved employees in a timely manner in violation of
11 Cal. Labor Code §§ 201 – 203.

12 50. As alleged above, in this case, when Defendants terminated Mr.
13 Williams and any aggrieved employee’s employment, all unpaid wages with
14 respect to their unpaid work during meal breaks as well as unpaid overtime
15 became due and payable immediately. Mr. Williams and all aggrieved employees
16 were not paid the wages due and payable to them by Defendants at the time of their
17 termination, resignation, or discharge, as applicable. These wages remain due and
18 unpaid to date.
19

20 51. Thus, Defendants, and each of them, violated the provisions of cal.
21 Labor Code §§ 201 – 203.
22

23 52. In this case, when Defendants terminated Mr. Williams’s and all
24 aggrieved employees’ employment, all unpaid wages became due and payable
25 immediately. Similarly, when all aggrieved employees quit their employment with
26 Defendants, their unpaid wages became due and payable no later than 72 hours or
27 immediately, as provided in Section 202 above. Mr. Williams and all aggrieved
28

1 employees were not paid the wages due and payable to them within the period
2 prescribed in Cal. Labor Code §201 and 202. On information and belief, these
3 wages remain due and unpaid to date for several aggrieved employees. Pursuant
4 to Cal. Labor Code 203(a), Mr. Williams and all aggrieved employees are entitled
5 to a statutory penalty of 30 days' pay for Defendants' failure to pay all earned
6 unpaid wages in violation of Cal. Labor Code 201 and 202. In addition to the
7 above, Plaintiff will also seek to recover all unpaid wages, penalties pursuant to
8 Cal. Labor Code § 203, and reasonable attorney's fees and costs.

10 53. Further, Plaintiff will also seek civil penalties pursuant to Cal. Labor
11 Code § 2699(a) and (f) against Defendants on behalf of himself and all aggrieved
12 employees who were not paid wages earned and payable to them at the time of
13 discharge or after quitting their employment with Defendants as required by Cal.
14 Labor Code §§ 201 - 203.

16 **Violation of Cal. Labor Code §§ 204 and 204b for Failure to Pay Timely**
17 **Wages**

18 54. Labor Code § 204 expressly requires that "[a]ll wages...earned by any
19 person in any employment are due and payable twice during each calendar month,
20 on days designated in advance by the employer as the regular paydays." Pursuant
21 to Labor Code § 204(d), these requirements are "deemed satisfied by the payment
22 of wages for weekly, biweekly or semimonthly payroll if the wages are paid not
23 more than seven calendar days following the close of the payroll period. Similarly,
24 Labor performed by a weekly-paid employee during any calendar week and prior
25 to or on the regular payday shall be paid for not later than the regular payday of the
26 employer for such weekly-paid employee falling during the following calendar
27
28

1 week.¹⁰ Labor performed by a weekly-paid employee during any calendar week
2 and subsequent to the regular payday shall be paid for not later than seven days
3 after the regular payday of the employer for such weekly-paid employee falling
4 during the following calendar week.¹¹

5 55. Pursuant to Cal. Labor Code §210, in addition to, and entirely
6 independent and apart from, any other penalty provided in this article, every
7 person who fails to pay the wages of each employee as provided in, *inter alia*,
8 §§204 and 204b shall be subject to a civil penalty of one hundred dollars (\$100)
9 for each failure to pay each employee for any initial violation and two hundred
10 dollars (\$200) for each failure to pay each employee, plus 25 percent of the
11 amount unlawfully withheld for each subsequent violation, or any willful or
12 intentional violation.¹² Mr. Williams will seek to recover civil penalties pursuant to
13 this section on behalf of himself and all aggrieved employees.
14
15

16 56. Mr. Williams and all aggrieved employees received paychecks for
17 work performed on a weekly or bimonthly basis, but were not paid the premium
18 wage earned, overtime for all hours worked in excess of eight hours and wages
19 payable to them for work performed during any and each non-compliant meal
20 period. Thus, Defendants failed to comply with the provisions of Cal. Labor Code
21 §§ 204 and 204b and is therefore liable to pay civil penalties pursuant to Cal.
22 Labor Code 210 for each initial and subsequent violation of Cal. Labor Code §§
23 204 and 204b. Plaintiff will seek civil penalties pursuant to PAGA, Cal. Labor
24
25
26

27 ¹⁰ Cal. Labor Code § 204b.

28 ¹¹ *Id.*

¹² Cal. Labor Code § 210.

Code § 2699(f) against Defendants on behalf of himself and all aggrieved employees.

Violation of Cal. Labor Code § 226(a) for Failure to Provide Complete and Accurate Wage Statements

57. In addition, as set forth above, Defendants failed to provide complete and accurate wage statements to Mr. Williams and all aggrieved employees in violation of Cal. Labor Code §226(a), which obligates employers, semi-monthly or at the time of each payment, to furnish an itemized wage statement in writing showing:

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

1 58. As a result of Defendants' practice of converting overtime hours to
2 vacation time, failure to pay Mr. Williams and all aggrieved employees all wages
3 earned for overtime work, working through meal breaks, and failure to pay meal
4 period premiums for their missed breaks, the wage statements issued by
5 Complainant and all aggrieved employees do not indicate the correct amount of
6 gross wages earned, total hours worked, net wages earned, and accrued sick and
7 vacation time. Therefore, Defendants failed to provide accurate itemized wage
8 statements setting forth the information required by Labor Code § 226(a).

10 59. Cal. Labor Code § 226(e)(1) provides that an employee suffering
11 injury as a result of a knowing and intentional failure by an employer to comply
12 with subdivision (a) is entitled to recover the greater of all actual damages or fifty
13 dollars (\$50) for the initial pay period in which a violation occurs and one hundred
14 dollars (\$100) per employee for each violation in a subsequent pay period, not to
15 exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
16 an award of costs and reasonable attorney's fees.

18 60. Cal. Labor Code §226(e)(2)(B) further provides that an employee is
19 deemed to suffer injury for purposes of this subdivision if the employer fails to
20 provide accurate and complete information as required by any one or more of
21 items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
22 easily determine from the wage statement alone the amount of the gross wages or
23 net wages paid to the employee during the pay period or any of the other
24 information required to be provided on the itemized wage statement pursuant to
25 items (2) to (4), inclusive, (6), and (9) of subdivision (a).

27 61. Thus, Defendants, and each of them, violated the provisions of Cal.
28

1 Labor Code 226(a). As a result of Defendants’ failure to provide Mr. Williams and
2 aggrieved employees accurate itemized wage statements, Plaintiff and all
3 aggrieved employees are entitled to damages, penalties, as well as an award of
4 costs and reasonable attorney’s fees pursuant to Cal. Labor Code §§ 226(e)(1) and
5 226(e)(2)(B).
6

7 62. Cal. Labor Code § 226.3 provides that “[a]ny employer who violates
8 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of
9 two hundred fifty dollars (\$250) per employee per violation in an initial violation
10 and one thousand dollars (\$1,000) per employee for each violation in a subsequent
11 citation, for which the employer fails to provide the employee a wage deduction
12 statement or fails to keep the required in subdivision (a) of Section 226.”
13 Therefore, Defendants, and each of them, are liable to pay, and Plaintiff is entitled
14 to recover civil penalties on behalf of himself and all aggrieved employees
15 pursuant to this section for Defendants’ failure to provide accurate itemized wage
16 statements pursuant to Cal. Labor Code §§ 226(a) and (f) and 226.3
17

18 63. Further, Plaintiff, as an Aggrieved Employee, need not
19 demonstrate or prove that Defendants conduct in refusing to provide accurate
20 and itemized wage statements was knowing, intentional, or willful. *Lopez v.*
21 *Friant & Assocs., LLC*, 15 Cal. App. 5th 773, 788, (2017), (“Consistent with
22 the PAGA statutory framework and the plain language and legislative history
23 of section 226(e), we hold a plaintiff seeking civil penalties under PAGA for a
24 violation of section 226(a) does not have to satisfy the “injury” and “knowing
25 and intentional” requirements of section 226(e)(1).”); *see Willner v. Manpower*
26 *Inc.* 35 F. Supp. 3d 1116, 1136 (N.D. Cal. 2014) (To obtain judgment on a
27 PAGA claim, “all [plaintiff] needs to establish is a violation of section 226(a),
28

1 which she has done, as discussed above.”); *McKenzie v. Fed. Exp. Corp.* 765
2 F.Supp.2d 1222, 1232 (C.D. Cal. 2011) (holding that “for the purposes of
3 recovering PAGA penalties, one need only prove a violation of Section 226(a),
4 and need not establish a Section 226(e) injury.”); *Aguirre v. Genesis Logistics*,
5 2013 U.S. Dist. LEXIS 189815, at *28 (C.D. Cal. July 3, 2013) (“Plaintiff do
6 not need to establish a Cal. Lab. Code § 226(e) injury to recover penalties
7 under § 2699(f) of PAGA.”).¹³

8 64. Additionally, Plaintiff and all aggrieved employees will seek to
9 recover statutory penalties as well as an award of reasonable attorneys’ fees
10 and costs pursuant to Cal. Labor Code § 226(h).

11
12 **Violation of California Labor Code Section 233 and 234**

13 65. Pursuant to California Labor Code section 233(c), an employer shall
14 not deny an employee the right to use sick leave or discharge, threaten to
15 discharge, demote, suspend, or in any manner discriminate against an employee
16 for using, or attempting to exercise the right to use, sick leave to attend to an illness
17 or the preventive care of a family member, or for any other reason specified in
18 subdivision (a) of Section 246.5.

19 66. Pursuant to Cal. Labor Code Section 234, an employer absence
20

21
22 ¹³ See also *York v. Starbucks Corp.*, No. CV 08-07919 GAF PJWX, 2012 WL 10890355, at *2 (C.D. Cal.
23 Nov. 1, 2012) (granting summary adjudication to the plaintiff on his PAGA claim based upon violations of
24 Lab. Code § 226(a) because “the presence or absence of injury is irrelevant to the standing inquiry under
25 PAGA.”) *Pelton v. Panda Restaurant Group, Inc.* (C.D. Cal., May 3, 2011, CV 10-8458 MANx) 2011 WL
26 1743268 (“[T]he Court rejects CPS’s argument that plaintiff ‘lacks any PAGA injury.’ Pursuant to Cal. Labor
27 Code § 2699, ‘any provision of this code that provides for a civil penalty to be assessed and collected by the
28 Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action
brought by an aggrieved employee on behalf of himself or herself and other current or former employees.’
Sections 2699.5 and 2699.3(a) provide that such a claim may be brought for a violation of § 226(a) . . .”);
accord Lopez v. G.A.T. Airline Ground Support, Inc. (S.D. Cal., July 19, 2010, 09-CV-2268-IEG) 2010 WL
2839417, *5-6 (“It is undisputed that GAT’s paychecks do not indicate the applicable hourly rate of pay for
the employee’s regular rate, overtime rate, or double-time rate of pay... The failure to provide this information
violates Section 226(a)... Because Section 226 does not provide a penalty, Section 2699(f) penalties are
available.”).

1 control policy that counts sick leave taken pursuant to Section 233 as an absence
2 that may lead to or result in discipline, discharge, demotion, or suspension is a per
3 se violation of Section 233. An employee working under this policy is entitled to
4 appropriate legal and equitable relief pursuant to Section 233.

5 67. As alleged above, Plaintiff was faced discrimination and retaliation
6 by Defendants, in part, for taking sick leave for attending to his own illness or for
7 the care of his mother. On information and belief, Defendants similarly denied,
8 discharged, threatened to discharge, demoted, suspended, or in another manner
9 discriminated against all aggrieved employees, for using, or attempting to exercise
10 the right to use, sick leave to attend to an illness or the preventive care of a family
11 member etc. Additionally, as alleged, Defendants also followed an absence
12 control practice towards Plaintiff and all aggrieved employees in violation of Cal.
13 Labor code Section 234.
14

15 68. As a result of the aforesaid violations Plaintiff will seek civil penalties
16 pursuant to Cal. Labor Code § 2699(a) and (f) against Defendants on behalf of
17 himself and all aggrieved employees for violation of Cal. Labor Code §§ 233 and
18 234 in addition to actual damages, reinstatement, and an award of attorney's fees
19 and costs.
20

21
22 **Violation of the California Healthy Workplace Healthy Family Act**
23 **(HWHFA), and California Labor Code §§ 245 & 246.5 for retaliation for**
24 **request for leave for treatment and care of employee's family member.**

25 69. The California Healthy Workplace Healthy Family Act states that
26 "[u]pon the oral or written request of an employee, an employer shall provide paid
27 sick days for the ... [d]iagnosis, care, or treatment of an existing health condition
28

1 of, or preventive care for, an employee or an employee's family member." In this
2 case, Defendants clearly retaliated against Mr. Williams for exercising his right to
3 use sick leave to care for his health. HWHFA further provides:

4 An employer shall not deny an employee the right to use accrued sick days,
5 discharge, threaten to discharge, demote, suspend, or in any manner
6 discriminate against an employee for using accrued sick days, attempting to
7 exercise the right to use accrued sick days, filing a complaint with the
8 department or alleging a violation of this article, cooperating in an
9 investigation or prosecution of an alleged violation of this article, or opposing
10 any policy or practice or act that is prohibited by this article.

12 70. In this case, Defendants discriminated and retaliated against Plaintiff
13 and all aggrieved employees the right to use accrued sick leave for the care their
14 own or their family member's health problems. Similarly, on information and
15 belief, Defendants denied all aggrieved employees the right to use accrued days,
16 discharged, threatened to discharge, demoted, suspended, or in some manner
17 discriminated against an employee for using accrued sick days, attempting to
18 exercise the right to use accrued sick days, filing a complaint with the department
19 or alleging a violation of this article, cooperating in an investigation or prosecution
20 of an alleged violation of this article, or opposing any policy or practice or act that
21 is prohibited by the HWHFA. There is also a "rebuttable presumption of unlawful
22 retaliation if an employer denies an employee the right to use accrued sick days,
23 discharges, threatens to discharge, demotes, suspends, or in any manner
24 discriminates against an employee within 30 days of any ... [o]pposition by the
25 employee to a policy, practice, or act that is prohibited by this article."

1 71. The rights afforded to Mr. Williams and all aggrieved employees
2 under the HWHFA “are in addition to and independent of any other rights,
3 remedies, or procedures available under any other law and do not diminish, alter,
4 or negate any other legal rights, remedies, or procedures available to an aggrieved
5 person.”
6

7 72. By aforesaid acts and omissions of Defendants, and each of them,
8 violated the provisions of Cal. Labor Code 246.5. Pursuant to Cal. Labor Code
9 Section 248.5, Plaintiff and all aggrieved employees entitled to equitable remedy
10 including but not limited to reinstatement, backpay, payment of sick days
11 unlawfully withheld, and interest. Further Plaintiff will also seek to recover
12 reasonable attorney’s fees and costs.
13

14 73. Pursuant to Cal. Labor Code Section 248.5, the Labor Commissioner
15 or the Attorney General may bring a civil action in a court of competent jurisdiction
16 against the employer or other person violating this article and, upon prevailing,
17 shall be entitled to collect legal or equitable relief on behalf of the aggrieved as may
18 be appropriate to remedy the violation, including reinstatement, backpay, the
19 payment of sick days unlawfully withheld, the payment of an additional sum, not
20 to exceed an aggregate penalty of four thousand dollars (\$4,000), as liquidated
21 damages in the amount of fifty dollars (\$50) to each employee or person whose
22 rights under this article were violated for each day or portion thereof that the
23 violation occurred or continued, plus, if the employer has unlawfully withheld paid
24 sick days to an employee, the dollar amount of paid sick days withheld from the
25 employee multiplied by three; or two hundred fifty dollars (\$250), whichever
26 amount is greater; and reinstatement in employment or injunctive relief; and
27
28

1 further shall be awarded reasonable attorney's fees and costs, provided, however,
2 that any person or entity enforcing this article on behalf of the public as provided
3 for under applicable state law shall, upon prevailing, be entitled only to equitable,
4 injunctive, or restitutionary relief, and reasonable attorney's fees and costs.

5 74. For the aforesaid violations by Defendants, and each of them,
6 Plaintiff will also seek civil penalties pursuant to Cal. Labor Code § 2699(a) and (f)
7 against Defendants on behalf of himself and all aggrieved employees for violation
8 of the HWHFA.
9

10 75. As a result of the acts alleged above, Plaintiff seeks penalties under
11 Labor Code § 2699, et seq. because of Defendants violations of California Labor
12 Code §§ 201-203, 204, 204b, 226, 226.7, 233, 245, 246.5, 510, 512, 1194, and
13 IWC Wage Order No. 7-2001.
14

15 76. Further, an employee who prevails in a PAGA action is entitled to
16 recover his or her reasonable attorneys' fees and costs pursuant to Cal. Lab. Code
17 §2699(g).
18

19 **SECOND CAUSE OF ACTION**

20 **Unfair Business Practices in Violation of Cal. Business & Prof. Code §§** 21 **17200, et seq.**

22 **(Against All Defendants)**

23 77. Plaintiff realleges and incorporates by reference, as though fully set
24 forth herein, each and every allegation set forth in the paragraphs above.

25 78. Cal. Bus. & Prof. Code § 17200 provides: "As used in this chapter,
26 unfair competition shall mean and include any unlawful, unfair or fraudulent
27 business act or practice and unfair, deceptive, untrue or misleading advertising [or]
28

act[.]” An action under § 17200 for injunctive relief and disgorgement of ill-gotten gains may be brought “by any person acting for the interests of itself, its members or the general public,” even if the person has not been personally harmed by the prohibited conduct. *See also Herr v. Nestle U.S.A., Inc.*, 03 C.D.O.S. 50432 (June 12, 2003).

79. Defendants, and each of them, are "persons" as defined under Business and Professions Code § 17021.35. Each of the directors, officers and/or agents of Columbia Care, Inc., Mission Bay, LLC, and DOES 1-100; are equally responsible for the acts of the others as set forth in Business and Professions Code §17095.

80. Defendant COLUMBIA CARE, INC., a Canadian corporation, cultivates, manufactures, sells and distributes medical and adult-use cannabis products. Defendant MISSION BAY, LLC, a California Limited Liability company, owns and operates the retail outlet located in San Diego, California that sells various adult use cannabis products manufactured by Defendant Columbia Care Inc. Both Defendants are therefore covered entities as defined in Business and Professions Code §§ 7021 and 17024.

81. Defendants’ violations of the Labor Code and other laws and regulations including their multiple violations of the California Labor Code, constitute unfair business practices in violation of the Unfair Competition Law, Business & Professions Code § 17200, *et seq.*

82. Shareholders, owners, directors, officers, managing agents and/or sole proprietors misappropriated and converted to themselves for their individual

1 advantage the wages and other monies owed to Plaintiff as alleged throughout the
2 complaint.

3 83. Under Unfair Competition Law, employer's failure to pay earned
4 wages was an unlawful business practice. [*Cortez v. Purolator Air Filtration*
5 *Products Co.* (2000) 23 Cal.4th 163] A UCL claim may be predicated on a practice
6 of not paying premium wages for missed, shortened, or delayed meal breaks
7 attributable to the employer's instructions or undue pressure, and unaccompanied
8 by a suitable employee waiver or agreement. [*Safeway Inc. v. Superior Court* 238
9 Cal. App. 4th 1138 (2015)] Defendant's violations of the Labor Code, including
10 their failure to provide meal breaks, pay premium wages, failure to pay overtime
11 wages, failure to pay final wages due and payable, discrimination and retaliation
12 for requesting or exercising the right to use sick leave, and failure to provide
13 accurate wage statements to employees constitute unfair business practices in
14 violation of the Unfair Competition Law, Business & Professions Code § 17200,
15 *et seq.*

16 84. As a result of Defendant's unfair business practices, Defendants have
17 reaped unfair benefits and illegal profits at the expense of Plaintiff and all
18 aggrieved employees, and ultimately to members of the public. Defendants'
19 utilization of such unfair business practices constitutes unfair competition and
20 provides an unfair advantage over Defendants' competitors.

21 85. For the aforesaid acts and omissions of Defendants, and each of
22 them, Plaintiff is entitled to seek preliminary and permanent injunctive relief,
23 including but not limited to, orders that the Defendants account for, disgorge and
24
25
26
27
28

1 restore to Plaintiff the compensation unlawfully withheld and for which they were
2 unjustly enriched.

3 86. Pursuant to Business and Professions Code § 17203, Plaintiff will
4 seek restitution and/or disgorgement of all monies wrongfully retained by
5 Defendants in violation of Business and Professions Code § 17000 et seq. and
6 17200 et seq.
7

8 87. By engaging in violations of well settled public policies codified in
9 California statutes, Defendants sought to chill the freedom of speech without
10 retribution, for the purpose of avoiding liability to Defendants' sole benefit. As
11 such, Plaintiff's claims seek to vindicate the important public rights of free speech
12 and equal protection of the laws which confer a significant benefit on California
13 taxpayers and all American citizens. The financial benefit to Plaintiff is far less
14 than to the public at large since Plaintiff's damages are limited by statute. Based
15 thereon, Plaintiff is entitled to reasonable attorney's fees pursuant to C.C.P.
16 §1021.5.
17

18 **PRAYER**

19 WHEREFORE, the Plaintiff seeks judgment as follows:
20

21 1. That the Plaintiff be awarded all costs and litigation expenses incurred
22 in bringing this action;

23 2. Civil Penalties pursuant to Labor Code Private Attorney General Act of
24 2004 authorized by California Labor Code § 2698, *et seq* against Defendants for
25 Plaintiff and for all Aggrieved Employees for each initial and subsequent violations
26 as specified in Plaintiff's First Cause of Action, namely:
27
28

- 1 a. A civil penalty against Defendants in the amount of \$100 for the
2 initial violation and \$200 for each subsequent violation as specified
3 in section 2699(f)(2) of the California Labor Code for Plaintiff and
4 all aggrieved employees for each and every pay period during that
5 occurred between July 16, 2020 and the date of judgment and/or
6 approval of settlement for each violation of Labor Code a civil
7 penalty against Defendants in the amount of \$100 for the initial
8 violation and \$200 for each subsequent violation as specified in
9 section 2699(f)(2) of the California Labor Code for Plaintiff and all
10 aggrieved employees for each and every pay period during that
11 occurred between July 16, 2020 and the date of judgment and/or
12 approval of settlement for violations of Labor Code §§ 201, 203,
13 226.7, 233, 234, 245, 246.5, and 512;
14
15 b. A civil penalty in the amount of \$50 for the initial violation and
16 \$100 for each subsequent violation as specified by Labor Code §§
17 2699 (f) and Section 20 of the IWC Order No. 7-2001 for each and
18 every pay period during that occurred between July 16, 2020 and
19 the date of judgment and/or approval of settlement for violations of
20 Section 3 of the Industrial Welfare Commission Order No. 7-2001;
21
22 c. A civil penalty in the amount of \$50 for the initial violation and
23 \$100 for each subsequent violation as specified by Labor Code §§
24 2699 (f) and Section 20 of the IWC Order No. 7-2001 for each and
25 every pay period during that occurred between July 16, 2020 and
26
27
28

- the date of judgment and/or approval of settlement for violations of
Section 4 of the Industrial Welfare Commission Order No. 7-2001;
- d. A civil penalty in the amount of \$50 for the initial violation and
\$100 for each subsequent violation as specified by Labor Code §§
2699 (f) and Section 20 of the IWC Order No. 7-2001 for each and
every pay period during that occurred between July 16, 2020 and
the date of judgment and/or approval of settlement for violations of
Section 11 of the Industrial Welfare Commission Order No. 7-
2001;
- e. A civil penalty in the amount of \$100 for the initial violation and
\$200 for each subsequent violation as specified by Labor Code §§
2699 (f) and 210 of the for each and every pay period during that
occurred between July 16, 2020 and the date of judgment and/or
approval of settlement for violations of Labor Code §§204 and
204b;
- f. A civil penalty in the amount of \$100 for the initial violation and
\$250 for each subsequent violation as specified by Labor Code §§
2699 (f) and 1197.1 of the for each and every pay period during that
occurred between July 16, 2020 and the date of judgment and/or
approval of settlement for violations of Labor Code §§ 510 and
1194;
- g. A civil penalty in the amount of \$50 for the initial violation and
\$100 for each subsequent violation as specified by Labor Code §§
2699 (f) and 558 of the for each and every pay period during that

1 occurred between July 16, 2020 and the date of judgment and/or
2 approval of settlement for the failure to pay minimum wage fixed by
3 an order of the commission and violation of the IWC Wage Order
4 7-2001.

5
6 h. A civil penalty in the amount of \$250 per employee per violation for
7 the initial violation and \$1000 per employee per violation for each
8 subsequent violation as specified by Labor Code §§ 2699 (f) and
9 226.3 of the for each and every pay period during that occurred
10 between July 16, 2020 and the date of judgment and/or approval of
11 settlement for violations of Labor Code § 226(a);

12
13 i. An award of reasonable attorney's fees against Defendants as
14 specified in Labor Code § 2699(g)(1), for all the work performed by
15 the undersigned counsel in connection with the PAGA claims;

16
17 j. An award of all costs incurred by the undersigned counsel for
18 Plaintiff in connection with Plaintiff's and the aggrieved
19 employees' claims against Defendants as provided for in Labor
20 Code § 2699(g)(1).

21 3. For reasonable attorneys' fees and costs incurred in bringing this action
22 as follows for Plaintiff's Second Cause of Action pursuant to Cal. Code Civ. Proc.
23 § 1021.5;

24 4. For general damages, according to proof, including in the amount of all
25 unpaid and wrongfully withheld wages, including premium wages;

5. Damages, statutory penalties and/or interest pursuant to Cal. Labor Code §§203, 210, 226, 226.7, 233, 234, 245, 246.5, 248.5, 558, 1194.2, 1197.1,;

6. Restitution and/or disgorgement of all profits and monies wrongfully retained by Defendants in violation of Business and Professions Code § 17000 et seq. and 17200 et seq., pursuant to Business and Professions Code § 17203;

7. Injunctive Relief; and

8. For such other and further relief as the Court deems just and proper.

POTTER HANDY, LLP

Dated: November 18, 2021

[Handwritten signature]

Rene Potter
Attorneys for Plaintiff, DEMOND
WILLIAMS